



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN

Registrar-Recorder/County Clerk

October 14, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE SOLE SOURCE AGREEMENT WITH IDEO LP FOR DESIGN
AND ENGINEERING CONSULTING SERVICES**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute a Sole Source Agreement with IDEO LP (IDEO) for design and engineering consulting services. IDEO will develop detailed design and engineering specifications for a ballot marking device and related voting system components required to initiate a competitive bid process to contract for the production/full-scale manufacturing of a new and modern voting system for the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the RR/CC or his designee to execute a Sole Source Agreement (Agreement) substantially similar to Attachment I with IDEO for the provision of consulting services to develop design and engineering specifications effective upon Board approval with a total contract sum of \$13,648,000 for the initial term of the Agreement through March 14, 2016. The Agreement will be funded through the use of Prop. 41 Voting Modernization Bond Act fund and funds coming from Net County Costs as matching funds.
2. Delegate authority to RR/CC, or his designee to prepare and execute amendments to the Agreement to include; (I) Changes affecting the scope, term, contract sum, payments or any term or condition of the Agreement; and (II) Increase the total maximum agreement contract sum up to ten (10%) percent (\$1,364,800) of the total contract sum for additional services if needed provided

approval from County Counsel and Chief Executive Officer is obtained, for a maximum Contract Sum not to exceed \$15,012,800.

3. Authorize the RR/CC, or his designee to amend the Agreement to exercise the extension of six (6) month-to-month options if needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Director or his designee to execute an Agreement substantially similar to Attachment I with IDEO for the provision of consulting services to develop design and engineering specifications effective upon Board Approval through March 14, 2016.

This is a critical needs project because the environment and demands under which the RR/CC administers elections have become increasingly complex, challenged by a growing and diverse electorate, an aging voting system, a fluid regulatory environment that has limited the development of voting systems, and the recent phenomenon of special vacancy elections. Many of these complexities are not unique to Los Angeles County but, they are compounded by two critical factors: 1) the size and diversity of the jurisdiction; and 2) the current state of its voting system.

Over the past year the RR/CC has worked collaboratively with IDEO and stakeholders to design a new Ballot Marking Device and voting experience. Through this Agreement, the RR/CC will be able to continue its engagement with IDEO and stakeholders to finalize the design and develop engineering specifications for a new Ballot Marking Device, Tally System and other related components.

In 2009, the RR/CC launched the Voting System Assessment Project (VSAP) to modernize the County's aging voting system in order to ensure accessible, accurate and secure elections. As a result of your Board's Motion in September 2010, the RR/CC has provided your Board with quarterly reports regarding the status of VSAP. The project seeks to replace the County's aging voting system infrastructure to improve the voting experience for Los Angeles County voters and enhance voting system security and accessibility.

From a development perspective, our core project principles of modularity, hardware independence and non-proprietary source code will ensure the new voting system is flexible and adaptable to meet the existing and future needs and expectations of the Los Angeles County electorate. Over the past two years the project has made great strides. We established stakeholder advisory bodies to ensure citizen participation and industry best practices in the project. A set of General Voting System Principles were developed in collaboration with our advisory bodies. In 2013, we completed a design process that envisioned a new voting experience centered around a new Ballot Marking Device and Tally System.

This process was supported through a grant/loan from the Quality and Productivity Commission and subsequent Net County Cost funding. In October 2012 the Quality and Productivity Commission awarded \$470,000 in Productivity Investment Fund (PIF) grant funding to support the launch of the VSAP voting system design phase to develop a series of initial draft voting device concepts.

From March 28, 2013 to January 31, 2014, the Chief Executive Office (CEO) authorized the RR/CC to enter into a Delegated Authority Agreement with the human-centered innovation and design firm

IDEO to provide consulting services totaling \$1,071,120. Through an iterative design process, IDEO synthesized the initial concepts into a single voting system design based on field research, user testing and stakeholder engagement, and produced a final proposed design for Ballot Marking Device and other components of the voting experience.

The next critical step in the process is to develop a detailed engineering package with hardware/software specifications and system architecture for the Ballot Marking Device, Tally System and related voting system components of this new voting experience. The engineering package is necessary to be able to solicit contractors for the manufacturing of the system. These specifications will also include an enterprise systems architecture that envisions other system components (e.g. tally, Vote-By-Mail) that will integrate with the Ballot Marking Device and are highly dependent upon its specifications. This engineering specifications phase will continue to be driven by a voter-centered approach with continuous stakeholder engagement.

Recommended Agreement: RR/CC, with the assistance and support from the Chief Information Officer (CIO), County Counsel, and outside counsel, negotiated an Agreement with IDEO to retain ownership of all rights to the overall voting system and deliverables, including design and engineering specifications for a ballot marking device and related voting system components. Further, all deliverables, namely all concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by IDEO in connection with the design and engineering consulting services, including all copyright and other intellectual property therein, are and shall at all times remain the property of the County unless otherwise agreed in writing between the parties. The completion of these engineering specifications will allow the RR/CC to initiate a competitive solicitation process that is aligned with the founding principles of the project and affords greater opportunity to control the cost and intellectual property of the product. For the foregoing reasons, it is in the best interest of the County to award an Agreement with IDEO.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. 2, Community Support and Responsiveness: Continue multi-year effort to modernize the County's voting system through iterative and open process, maximizing stakeholder input.

FISCAL IMPACT/FINANCING

The Contract Sum for this Agreement, includes \$13,648,000 for the initial term and up to 10% percent (\$1,364,800) of the total contract sum for additional services, as needed, for a maximum Contract Sum not to exceed \$15,012,800, funded through the use of Proposition 41 Voting Modernization Bond Act funds and by matching Net County Cost funding. Funding from the Proposition 41 Voting Modernization Bond Act is matched at a 3:1 funding rate. The Department's Fiscal Year 2014-15 budget includes \$3,700,000 in one-time funding to support design refinement and specifications, project staffing and preparations for a competitive bid process for manufacturing of the new voting system.

The RR/CC identified \$1,713,791 in previous VSAP expenditures that will be leveraged as part of the County's matching funds. The County's share in this funding structure consists of \$2,126,656 from Fiscal Year 2014-15 one-time funding and \$1,713,791 in previous expenditures. Prop. 41 Voting

Modernization Board funds for the project will total \$11,521,344.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RR/CC has completed the sole source checklist (Attachment II) as required.

IDEO met all prior contractual obligations and produced a custom design concept that is both original and innovative. IDEO employed a human-centered design approach that aligns with the participatory and voter centered principles of the VSAP project. Through various iterations which have engaged voters, academics, election workers, and other stakeholders, IDEO has acquired critical subject matter expertise and knowledge of the established General Voting System Principles adopted by the VSAP Advisory Committee, which is hard to replace and costly to reacquire.

IDEO is an award winning global design and innovation consultancy firm. This company creates positive impact through design by taking a human-centered approach to helping organizations in the public and private sectors innovate, grow, and bring to market new ideas. IDEO's expertise can help Los Angeles County achieve this goal in an acceptable timeframe and in accordance with the principles adopted by the VSAP Advisory Committee. The processes involved in the conceptualization of a new voting system and the detailed design and engineering of its components is complex, and to ensure success, it is imperative that the philosophy and methodology of the project partnership are consistent from start to completion. Such continuity allows the County to maximize the subject matter expertise and experience of the firm initially engaged in the design process. It also ensures the retention of subject matter experts, which decreases the learning curve that would be required for a new engagement and, most importantly, saves time and expedites the replacement of an antiquated voting system long past its life cycle.

Working closely with RR/CC, IDEO has gained substantial knowledge relating to voting systems and election processes and how they serve Los Angeles County voters. It will be prohibitively costly to switch vendors at this midpoint, since all progress would need to be reassessed, and variances in design approach ironed out, possibly jeopardizing the entire project and its critical timelines. This engagement will allow us the opportunity to capitalize on the success of our initial venture and to continue to build the momentum necessary to reach the next milestone. In order to execute a timely, successful, and seamless transition from system design to system engineering and specification, it is imperative that we complete the remainder of the overall design phase of the project with IDEO.

Please note that IDEO is not a voting system vendor and this is not a manufacturing agreement. IDEO will not solicit or compete for the manufacturing of the Ballot Marking Device or related voting system components that will be delivered as a result of this Agreement.

The CIO concurs with RR/CC's recommendation and the CIO Analysis is attached as Attachment III. The CEO and CEO Risk Management has reviewed and approved of the Agreement. County Counsel has reviewed this Board letter and approved the attached Agreement as to form. And outside counsel has assisted in the negotiation of the Agreement.

CONTRACTING PROCESS

On March 28, 2013, the RR/CC entered into a Delegated Authority Agreement with IDEO for the sum of \$377,530, to analyze the initial baseline field data generated by the VSAP and conducted

additional further qualitative research with LA County staff, voters, and other stakeholders in order to produce voting system design options based on the data. The collaboration between IDEO and the RR/CC (known as Phase I) produced three (3) voting system design concepts through an iterative design process in the form of computer generated visual renderings and foam core models.

RR/CC further amended the DAA Agreement through Amendment Numbers 2 and 3 to expand the statement of work to include Phases IIA and IIB. In Phase IIA, IDEO further refined the three Phase I voting system design concepts and evolve them into one single design concept based on stakeholder feedback during the collaborative single synthesis workshop, and culminating with the drafting of a single, refined concept to the RR/CC VSAP Project Team. This process was an iterative process that was informed by data that was collected from stakeholders, field research, internal subject matter experts, and a set of General Voting System Principles adopted by the department.

In Phase IIB, IDEO used an iterative and collaborative process to further evolve the single concept that emerged in Phase IIA where the primary goal was to develop a single Voting System concept (including physical, environmental, service and interactive elements) and to instantiate this concept in a Design Prototype/Looks-Like Model. This Phase focused on collecting feedback from end-users and the RR/CC Project team to refine the concept specifications, ultimately delivering a Looks-Like Model (inclusive of the interactive (screen-based, paper-based and/or app-based) voting experience, and a written Concept Description.

In order to facilitate the contracting process, RR/CC entered into negotiations with IDEO to provide ownership rights to the County over the complete system and deliverables, and to limit potential liability from breaches of confidentiality and third party claims. CEO Risk Management, County Counsel and outside counsel reviewed the revisions to the County standard provisions and determined that these revisions do not increase the County's risk exposure nor reduce IDEO's performance obligations under this Agreement. In fact, these revisions to the Agreement provide greater protection for the County in key areas of the relationship with IDEO.

In compliance with your Board's contracting policy requirements for sole source contracts, RR/CC notified your Board on March 25, 2014, of the intent to enter into sole source negotiations with IDEO for the provision of these services (Attachment IV).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact to current services.

CONCLUSION

Upon approval by your Board, the Executive Officer is requested to return one (1) adopted copy of this letter to:

Department of Registrar-Recorder/County Clerk
Finance and Management Division
12400 Imperial Highway, Suite 7201, Norwalk, CA 90650
Attention: Francisco E. Perez, Assistant Division Manager

The Honorable Board of Supervisors

10/14/2014

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



RICHARD SANCHEZ

Chief Information Officer

DL:EE:fp

Enclosures

c: Chief Executive Office
Deputy CEO
Executive Office, Board of Supervisors
RR/CC Board Deputies
County Counsel



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Attachment I

Office of the CIO
CIO Analysis

NUMBER:

CA 14-22

DATE:

10/1/2014

SUBJECT:

**RECOMMENDATION TO APPROVE SOLE SOURCE AGREEMENT WITH
IDEO LP FOR DESIGN AND ENGINEERING CONSULTING SERVICES**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☒ Sole Source

☐ Amendment to Contract #: Enter contract #.

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk

Description: The Registrar-Recorder/County Clerk (RR/CC) is requesting approval to execute a Sole Source Agreement with IDEO LP (IDEO) for design and engineering services.

Contract Amount: \$13,648,000

Funding Source: Proposition 41/Net County Cost
(NCC) Funds

☒ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded: 75 Percent

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

The primary goal for this phase of the Voting System Assessment Project (VSAP) is to develop a detailed design and engineering package with hardware and software specifications and system architecture for the Ballot Marking Device, Tally System and related voting system components. These specifications will enable RR/CC to initiate a competitive solicitation process to contract for the production/full scale manufacturing of a new voting system.

The project is guided by the General Voting System Principles that were developed by the RR/CC based on stakeholder input and adopted by the VSAP Advisory Committee and VSAP Technical Committee. The General Voting System Principles, as well as the project goals and objectives, are forward looking and clearly defined.

BUSINESS DRIVERS:

The key business driver for this effort is to replace the County of Los Angeles (County) aging voting system. The current voting system was implemented during the 1968 election cycle, and has been patched and upgraded over the years to remain operational. It has become increasingly difficult for RR/CC to source replacement hardware, as well as staff to support its outdated technology. The lack of system flexibility places the County at risk of non-compliance of election requirements.

PROJECT ORGANIZATION:

Dean Logan is the Project Sponsor, and a strong project governance has been established. Since 2009, when RR/CC began the VSAP, the project team has collaborated closely with stakeholders at all levels, including the Advisory Committee and Technical Committee, which are comprised of voting system and technology experts from inside and outside of the County. These stakeholder advisory bodies were established to ensure citizen participation and industry best practices. The General Voting System Principles have also been used to assist in project governance.



PERFORMANCE METRICS:

To measure the success of this phase of the project, RR/CC will monitor the design and engineering work, and provide consistent feedback to the consultant. The consultant uses an iterative process and RR/CC will provide decisions and adjustments, as needed. RR/CC will also solicit buy-in from the stakeholder groups, such as the Advisory Committee and the Technical Committee.

STRATEGIC AND BUSINESS ALIGNMENT:

This project is well-aligned with RR/CC's business objectives and the CIO's strategic directions. The strategic and methodical multi-year approach taken by RR/CC to continue modernizing the County's voting system through an iterative and open process, including stakeholder input, aligns well to the business. From a technology perspective, this project aligns well with the Board and CIO's effort to identify legacy systems that represent operational risk to the County and develop action plans to replace those systems and mitigate the risk.

	<p>PROJECT APPROACH:</p> <p>The first two phases of this project have focused on analyzing the initial baseline field data, conducting additional research with stakeholders, producing three voting system design concepts, and evolving those three design concepts into one single voting system concept. The third phase will focus on developing the detailed design and engineering package, and the fourth phase will focus on development and manufacturing. Once the solution is built, RR/CC will develop an implementation approach, including consideration of various testing phases and operating the new and old systems in parallel for a period of time.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>RR/CC canvassed the voting systems market and did not identify any commercial-of-the-shelf system capable of meeting the complex requirements of the County. RR/CC engaged IDEO for the first two phases of the project to develop portions of a voting system design utilizing their human-centered design process. To leverage the work completed in the first two phases, and the knowledge that IDEO has acquired, RR/CC believes it is imperative that IDEO remain a partner through the development of the system prototype. Bringing a new design partner at this point in the project would introduce delays, risk, and expense. The CIO supports RR/CC's position and has validated that IDEO will not compete for the manufacturing component, the next phase of the project.</p>						
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The IT portion of the project aligns well with CIO's strategic directions and programmatic considerations. Security considerations will be addressed by RR/CC and the Technical Committee when software development begins. RR/CC is also taking the necessary contractual steps with County Counsel and outside counsel to ensure the County will own all designs, software, and intellectual property that results from this engagement.</p>						
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Services</td><td>\$ 13,648,000</td></tr> <tr> <td>Sub-total Contract Costs:</td><td>\$ 13,648,000</td></tr> <tr> <td> Total one-time costs:</td><td> \$ 13,648,000</td></tr> </table> <p>RR/CC is also requesting delegated authority to increase the total maximum agreement contract sum by up to Ten Percent (\$1,364,000) for additional services, if needed.</p>	Services	\$ 13,648,000	Sub-total Contract Costs:	\$ 13,648,000	 Total one-time costs:	 \$ 13,648,000
Services	\$ 13,648,000						
Sub-total Contract Costs:	\$ 13,648,000						
 Total one-time costs:	 \$ 13,648,000						

Risk Analysis	<p>RISK MITIGATION:</p> <p>1. California does not have clearly defined voting system standards, and there may be possible new regulations related to the new Secretary of State, RR/CC will need to closely monitor the legislative environment for changes, and work with the consultant to make strategic design adjustments, as needed.</p> <p>The County's Chief Information Security Officer (CISO) will engage through the design phase of the project to ensure IT security and privacy aspects are addressed.</p>
CIO Approval	<p>PREPARED BY:</p> <p> _____ Henry Balta, Sr. Associate CIO</p> <p>APPROVED:</p> <p> _____ Richard Sanchez, County Chief Information Officer</p> <p><u>10/3/14</u> Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



CONTRACT FOR

Voting Systems Assessment Project
System Design and Engineering

BETWEEN

THE COUNTY OF LOS ANGELES
AND

IDEO LP

CONTRACT NUMBER: #

**CONTRACT FOR VOTING SYSTEMS ASSESSMENT PROJECT
SYSTEM DESIGN AND ENGINEERING**

CONTRACT CONTRACT NUMBER: #

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
IDEO LP
FOR
VOTING SYSTEMS ASSESSMENT PROJECT
SYSTEM DESIGN AND ENGINEERING**

This CONTRACT is entered into this ____th day of October 2014, by and between the County of Los Angeles (hereafter "COUNTY") and IDEO LP (hereafter referred to as "CONTRACTOR" or "CONSULTANT"), to provide COUNTY with consulting services.

RECITALS

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a consultant.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk pursuant to Government Code Sections 23005 and 31000 to enter into contracts for such specialized consulting services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, Deliverable, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule and Deliverables
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Consultant Acknowledgement and Confidentiality Contract
- 1.5 EXHIBIT E - County's Administration and Contractor's Administration
- 1.6 EXHIBIT F - Safely Surrendered Baby Law

- 1.7 EXHIBIT G - Task/Deliverable Acceptance Certificate
- 1.8 EXHIBIT H - General Voting System Principles
- 1.9 EXHIBIT I - Phase 1- Three Final Design Concepts
- 1.10 EXHIBIT J - Phase 2A- Single Synthesized Design Concepts
- 1.11 EXHIBIT K - Phase 2B- Full Scale Looks-Like Appearance Model
- 1.12 EXHIBIT L- Visual Representation of Project Scope
- 1.13 EXHIBIT M- High-Level Program Plan
- 1.14 EXHIBIT N- Certification of Compliance with the County's Defaulted Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **“Agreement or Contract”** shall mean this contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Exhibit A – Statement of Work.
- 2.2 **“CONTRACTOR” or “CONSULTANT”** shall mean IDEO LP, the Delaware limited partnership that has entered into this contract with the COUNTY to perform or execute the work covered by the Exhibit A - Statement of Work.
- 2.3 **“Los Angeles County”**- Also referred to as “County” or “LA County.” As a subdivision of the state, the County is charged with providing numerous services that affect the lives of all residents, including law enforcement, property assessment, tax collection, public health protection, public social services, elections and flood control. See <http://lacounty.gov/wps/portal/lac/home/>.
- 2.4 **“Day(s)”** shall mean calendar day(s) unless otherwise specified.
- 2.5 **“Deliverables”** shall mean the items identified in the Exhibit A – Statement of Work to be delivered or provided by CONTRACTOR to COUNTY under the terms of this Contract.
- 2.6 **“Fiscal Year”** shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 **“Registrar-Recorder/County Clerk (RR/CC)”**- “RR/CC” is the Department of Registrar-Recorder/County Clerk of Los Angeles County. It refers to the chief election official for the COUNTY, and it also refers to the department that is responsible for the registration of voters,

maintenance of voter files, conducting federal, state, and local elections, and the verification of initiative, referendum and recall petitions. The RR/CC's mission is "Serving Los Angeles County by providing essential records management and election services in a fair, accessible and transparent manner." For more information, visit <http://www.lavote.net/>.

- 2.8 **"Statement of Work (SOW)"**- A detailed statement of the agreed upon services to be delivered by Contractor. The SOW is included in Exhibit A (Statement of Work).

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, Deliverables, services and other work as set forth in herein Exhibit A - Statement of Work.
- 3.2 If the CONTRACTOR provides to County any tasks, Deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY for such tasks, Deliverables, goods, services or other work.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon approval of this Contract by the Board of Supervisors and shall expire on **March 14, 2016** subject to COUNTY's right to terminate earlier for convenience, or otherwise as set forth in this Contract, including (without limitation) for non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.
- 4.2 The County shall have the sole option to extend this Contract term for up to six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or his/her designee or his/her designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 CONTRACT SUM

- 5.1 The Maximum Amount of this Contract shall be **\$13,648,000** for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract.
- 5.4 In addition to the provisions set forth in this Paragraph 5 (Contract Sum), Registrar-Recorder/County Clerk or his/her designee, or her designee, may increase the Contract Sum up to a maximum of 10 percent (10%) of the total Contract Sum (\$1,364,800) over the Term of the Contract, including any extensions thereof if exercised, to ensure the provision of Services.
- 5.5 No Payment for Services Provided Following Expiration/Termination of Contract.

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, Deliverables, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR. Payment to CONTRACTOR shall be in accordance with the Exhibit B – Pricing Schedule and Deliverables and based upon the approval and acceptance of services/deliverables as set forth in Exhibit A – Statement of Work, not to exceed the amounts reflected in Exhibit B – Pricing Schedule and Deliverables, provided that CONTRACTOR is not in material uncured default under any provision of this Contract and has submitted a complete and accurate statement of payment due. COUNTY acceptance of services/deliverables will require an approved Exhibit G- Task/Deliverable Acceptance Certificate.

County acceptance of services/deliverables shall not be withheld unless the Deliverables do not comply with the requirements of the Statement of Work. CONTRACTOR shall be responsible for any and all applicable taxes which shall be included in Exhibit B – Pricing Schedule and Deliverables.

- 5.6.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B – Pricing Schedule and Deliverables.
- 5.6.3 The CONTRACTOR's invoices shall reference the information set forth in Exhibit A - Statement of Work describing the task and Deliverable numbers and, start/end date of each task, and/or other work (Project Management + Coordination Tasks 6-9) for which payment is claimed.
- 5.6.4 The CONTRACTOR shall submit the invoices to the COUNTY in accordance with Exhibit B – Pricing Schedule and Deliverables.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the COUNTY Project Manager.
- 5.6.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY Contract Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.6.7 Local Small Business Enterprises (SBEs) – Prompt Payment Program (*if applicable*). Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY Project Manager – The COUNTY Project Manager (Exhibit E) shall be responsible for monitoring and evaluating CONTRACTOR's performance in the daily operation of the Contract and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Contract. The COUNTY Project Manager for this Contract shall be Efrain Escobedo, or his designee. All work performed under this Contract shall be subject to the approval of the COUNTY Contract Manager or designee.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The CONTRACTOR Project Managers (Exhibit E) shall be responsible for the CONTRACTOR's overseeing of the project and day-to-day activities as related to this Contract and shall

coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract responsible for overseeing the project from a high level shall be Blaise Bertrand, or his designee and the CONTRACTOR Project Manager for this Contract responsible for day-to-day operations will be Matt Adams or his designee.

- 7.1.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

7.2 APPROVAL OF CONTRACTOR's STAFF

CONSULTANT shall provide qualified personnel to perform work and provide Deliverables as indicated in the Contract. COUNTY has the right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder on COUNTY premises and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR Project Manager. COUNTY will notify CONTRACTOR immediately via telephone or email of the disapproval of CONTRACTOR's staff performing work on COUNTY premises hereunder and will notify CONTRACTOR within one business day of the approval or disapproval of any proposed changes in the CONTRACTOR's staff. Any disContract with the COUNTY's decision will require CONTRACTOR to respond to the COUNTY in writing within ten (10) calendar days. COUNTY shall make a reasonable effort to review the CONTRACTOR's response prior to making a final determination.

7.3 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.3.1 At any time prior to or during the term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the reasonable satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR for a maximum of fifty (50) employees to include IDEO's core project staff and Subcontractor(s), regardless if the CONTRACTOR's or Subcontractor's staff passes or fails the background clearance investigation. Background check must include verification by the Department of Justice, the Federal Bureau of Investigation, and the Department of Justice Child Abuse Central Index.
- 7.3.2 COUNTY may reasonably request that the CONTRACTOR's staff be immediately removed from working on the County Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR nor to the

CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

- 7.3.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff that do not pass such investigation(s) to the reasonable satisfaction of the COUNTY and whose background or conduct is incompatible with COUNTY facility access.
- 7.3.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Any amendment to this Contract, including as set forth in Paragraph 4.0 - Term of Contract, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by an authorized representative of the CONTRACTOR and by the Registrar-Recorder/County Clerk or his/her designee and approved as to form by County Counsel.
- 8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Project Manager and CONTRACTOR Project Manager.
- 8.1.3 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the COUNTY Project Manager pursuant to Paragraph 7.2 of this Contract.

8.2 ASSIGNMENTS AND DELEGATION

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring an Amendment in accordance with all applicable provisions of this Contract, including the need for an Amendment.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Contract if such renegotiation is necessitated by budget shortfalls and reductions. Any such renegotiation will require an Amendment signed by both parties.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or

subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

8.7.2.1 Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.7.2.2 For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of

hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

8.7.2.3 If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

8.7.2.4 CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the

performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.8.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.10.3 An overview of GAIN and GROW is available online: at <https://dpss.lacounty.gov/dpss/gain/overview.cfm> and <http://dpss.co.la.ca.us/dpss/grow/default.cfm>

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.11.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.11.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.11.4 Contractor Hearing Board

8.11.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.4.7 Subcontractors of Contractor
These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business (Exhibit F). The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.13.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment

for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers (See Exhibit N). Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.15 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR is notified by COUNTY of such damage (or CONTRACTOR discovers such damage), but in no event later than thirty (30) days after the occurrence unless such repairs are not allowed by COUNTY in that timeframe.

8.16.2 If the CONTRACTOR fails to make repairs as provided in Paragraph 8.16.1, COUNTY may make any necessary repairs. All reasonable out-of-pocket costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand if not paid or payable by CONTRACTOR's insurance.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's employees or subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to

perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 8.35 - Confidentiality.

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with: (a) the CONTRACTOR's intentional or willful misconduct arising from and/or relating to this Contract; (b) CONTRACTOR's gross negligence in performing its obligations under this Contract, (c) the CONTRACTOR's breach of the representations, warranties and covenants set forth in Section 8.2 (Assignments and Delegation), Section 8.3 (Authorization Warranty), Section 8.5 (Compliance with Applicable Laws), 8.6 (Compliance with Civil Rights Laws, 8.7 (Compliance with the County's Jury Service Program), 8.8 (Conflict of Interest), 8.16 (Damage to County Facilities, Buildings or Grounds), 8.17 (Employment Eligibility Verification), 8.19 (Fair Labor Standards), 8.22 (Independent Contractor Status), 8.28 (Nondiscrimination and Affirmative Action), 8.35 (Confidentiality), 8.52 (County Lobbyists), 8.53 (Prohibition from Involvement in the Bidding Process of Future RFPs), 8.55 (Intellectual Property Warranty and Indemnification (i- iv), and 8.57 (Licenses, Permits, Registrations and Certificates); and (d) any other acts of the CONTRACTOR's arising from or relating to this Contract not already covered by (a)-(c) above, to the extent causing or resulting in personal injury or property damage, except in each instance in respect of clauses (a)-(c) above, for such loss or damage arising from the gross negligence or willful misconduct of County Indemnitees.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way

warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to COUNTY

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent and emailed to:

County of Los Angeles
Registrar-Recorder/County Clerk
Suite 5115, Contacts Section
12400 Imperial Hwy
Attention of: Cecille Asuncion, Contract Analyst
E-Mail: casuncion@rrcc.lacounty.gov

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY

property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may suspend or terminate this Contract. County, at its sole discretion, may seek damages from Contractor resulting from said breach. Prior to execution of this Contract, Contractor will provide County in writing with proof of insurance for the term of the Contract.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.24.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less

than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 Professional Liability/Errors and Omissions Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 WITHHOLDING PAYMENT

- 8.26.1 If, in the reasonable judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be materially non-compliant with the terms and obligations assumed hereby, and the CONTRACTOR, after receiving written notice of such noncompliance and not cured the issue in a timely manner, the Department Head, or his/her designee, at his/her option, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are material deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within

specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may, provide five (5) day notice to the CONTRACTOR for failure to correct the deficiencies.

- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein provided however that in no event shall COUNTY be entitled to double recovery on any action or damage hereunder.

8.27 APPROVAL OF WORK

All tasks, Deliverables, services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Project Manager or designee. COUNTY may approve or reject services or Deliverable(s) solely to the extent they do not comply with the requirements or specifications set forth in the SOW and such approval will not be unreasonably withheld by COUNTY. If COUNTY rejects Deliverables, it shall provide written notice to CONTRACTOR to correct any deficiencies within a specified time frame. If COUNTY does not approve or reject the Deliverables within ten (10) calendar days after receiving them from CONTRACTOR (or such other time period as may be set forth in the SOW) such Deliverables and the corresponding services will be deemed accepted by COUNTY. To be clear, an acceptance or deemed acceptance of Deliverables by the COUNTY does not relieve the CONTRACTOR of any of its indemnification obligations under this Contract.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C- Contractor's EEO Certification.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed and sent and emailed to:

Cecille Asuncion, Contract Analyst
Registrar-Recorder/County Clerk, Contract Section
12400 Imperial Highway, Room 5115
Norwalk, CA 90650
(562) 462-2907
casuncion@rrcc.lacounty.gov

The notices and envelopes containing same to CONTRACTOR shall be addressed and sent and emailed to:

IDEO LP
Attn: Legal Group
715 Alma Street
Palo Alto, CA 94301
legalnotice@ideo.com

8.34.2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.35 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of, and shall not disclose to any third parties (other than as permitted under this Contract) or use, all COUNTY Confidential Information, including COUNTY records it may have obtained or received during the performance of this Contract, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As used in this Paragraph, "Confidential Information" means information that is identified as confidential at the time of disclosure or is reasonably understood to be confidential given its nature or the circumstances surrounding its disclosure. Notwithstanding the above, Confidential Information shall not include information that: (a) was generally known or available at the time it was disclosed or has subsequently become generally known or available through no fault of CONTRACTOR; (b) was rightfully in CONTRACTOR's possession free of any obligation of confidence at or subsequent to the time it was communicated to CONTRACTOR by COUNTY; (c) is independently developed by CONTRACTOR without use of COUNTY's Confidential Information; or (d) was communicated by COUNTY to an unaffiliated third party free of any obligation of confidence. As a condition of this Contract, CONTRACTOR shall certify that CONTRACTOR, and all employees and non-employees of CONTRACTOR performing services under this Contract shall adhere to the attached Consultant Acknowledgment and Confidentiality Contract (Exhibit D).

8.36 PUBLIC RECORDS ACT

8.36.1 Any Deliverables submitted by the CONTRACTOR (except as set forth in Section 8.5.4 below); all information (other than Confidential Information as defined in Paragraph 8.35, and CONTRACTOR's payroll and employee salary information) obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and

Inspection/Audit Settlement of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- The CONTRACTOR shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Manager. The COUNTY shall not unreasonably withhold written consent.
- 8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain (and shall cause any subcontractors to maintain) accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain (and shall cause any subcontractors to maintain) accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees (and shall cause any subcontractors to agree) that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract upon ten (10) business days written notice. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR (and by its subcontractors) and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR (and by its subcontractors) at a location in Los Angeles County or at CONTRACTOR's headquarters ("Headquarters") located at 715 Alma Street, Palo Alto, California 94103. If any such material is located outside Los Angeles County or at a location other than Headquarters, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location. Should CONTRACTOR re-locate its Headquarters, CONTRACTOR shall provide written notification to COUNTY of the new location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash

payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without first obtaining prior written approval and the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly to the COUNTY:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other reasonable and pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing

services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.40.7 CONTRACTOR shall include all Subcontractors as insureds under Contractor's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the required insurance provisions set forth in this Contract.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 Contractor's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.43.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.43.3 After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 8.43.4 Subject to the provisions of the subparagraphs 8.43.1 and 8.43.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.43.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

- 8.44.1 The COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Manager:
- CONTRACTOR has materially breached this Contract; or

- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of material performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.44.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this paragraph 8.44, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.44.4 If, after the COUNTY has given notice of termination under the provisions of this paragraph 8.44, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.43 - Termination for Convenience.

- 8.44.5 The rights and remedies of the COUNTY provided in this paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the Contractor.
- 8.45.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

- 8.46.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the CONTRACTOR; or
 - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the COUNTY provided in this paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

- 8.51.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.53 PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Contract, whether as a prime contractor or subconsultant, or as a contractor to any other prime contractor or subconsultant. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

8.54 PROPRIETARY RIGHTS

Subject to this Section 8.54 and to COUNTY making payment to CONTRACTOR for services rendered, all Deliverables developed by CONTRACTOR under this Contract are and shall be confidential to and are and shall be solely the property of COUNTY, and the COUNTY owns all right, title and ownership interest in such Deliverables, including all copyrights, patent rights, trade secret rights and other proprietary rights therein. CONTRACTOR hereby assigns to the COUNTY (and the COUNTY hereby accepts) all right, title and ownership interest in such

Deliverables. CONTRACTOR agrees to enter into further Contracts, contracts, affidavits, declarations, transfers, assignments or other documentation reasonably necessary to give full effect to the foregoing and to vest ownership in the COUNTY. COUNTY has the right to register all copyrights and patents in respect of the Deliverables in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by COUNTY. Further, COUNTY shall have the right to assign, license or otherwise transfer any and all COUNTY's right, title and interest, including, but not limited to, copyrights and patents, in and to the Deliverables. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such Deliverables. The provisions of this Paragraph shall survive the expiration or other termination of this Contract.

Notwithstanding COUNTY's ownership of the Deliverables, COUNTY acknowledges that CONTRACTOR retains all right, title and interest in any and all methods, materials, technologies, tools, applications, techniques and other know-how developed by or for CONTRACTOR: (i) prior to and/or independent of the services provided hereunder, and/or (ii) that comprise the innovation and design processes used to perform the services and create the Deliverables (but not the Deliverables themselves separate from any CONTRACTOR Materials incorporated therein) (collectively, "CONTRACTOR Materials"); and except for the following limited license, COUNTY receives no rights in or to CONTRACTOR Materials, whether by implication, estoppel or otherwise. To the extent any CONTRACTOR Materials are contained in, or are required for the use and enjoyment of, any Deliverables, CONTRACTOR grants COUNTY a royalty-free, non-exclusive, perpetual, irrevocable, sublicensable, transferable, worldwide license to the CONTRACTOR Materials as necessary to use and enjoy the Deliverables. To be clear, the preceding grant of an irrevocable license does not preclude CONTRACTOR from seeking injunctive relief to restrict any unlicensed use or practice of CONTRACTOR Materials.

COUNTY understands that a critical part of CONTRACTOR's innovation process is that CONTRACTOR interviews and observes third parties who consent to restricted and confidential use of their information by CONTRACTOR. In order to protect the privacy and publicity rights of such third party observation participants ("Participants") in accordance with the rights granted to CONTRACTOR by the Participants, CONTRACTOR retains ownership of all Observation Materials. "Observation Materials" means photographs, videotapes and/or any other material(s) containing individually identifiable information of Participants, including names, addresses and likenesses. For clarity, Observation Materials do not include concepts, input, insights or other non-personally identifiable information that CONTRACTOR learns or gains from such interviews and summarizes or incorporates in a Deliverable. While CONTRACTOR may include Observation Materials in the Deliverables to illustrate or allow Client to evaluate CONTRACTOR's design recommendations, except for this limited use, CONTRACTOR does not grant COUNTY any license, implicit or explicit, to the Observation Materials and COUNTY may not in any way

repurpose the Observation Materials or use them beyond COUNTY's own internal evaluation of the Deliverables.

In order to allow COUNTY to evaluate CONTRACTOR's design recommendations, and for demonstrative purposes only, CONTRACTOR may include third-party owned assets in the Deliverables such as images, stock photography, illustrations, sounds, movies, and/or animations ("**Third-Party Assets**"). As CONTRACTOR is not the rights holder of any Third-Party Assets, CONTRACTOR will license the Third-Party Assets from the rights holder for inclusion in the Deliverables and for evaluation purposes only, and CONTRACTOR does not receive any license or assignment of ownership rights in the Third-Party Assets. Upon COUNTY's request, CONTRACTOR will provide COUNTY with the source from which it obtained such Third-Party Assets.

8.55 INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

CONTRACTOR represents and warrants: (i) that CONTRACTOR has the full power and authority to grant the license, ownership and all other rights granted by this Contract to COUNTY; (ii) that, except for use of Third-Party Assets beyond internal evaluation purposes only, no consent of, or royalty or other payment obligation to, any other person or entity is required by CONTRACTOR to grant such rights other than consents that have been obtained and are in effect and will continue to be in effect following the consummation and performance of this Contract; (iii) that this Contract and the Deliverables acquired herein, are neither subject to any liens, encumbrances, or pledges, nor any obligation of disclosure, nor subordinate to any right or claim of any third party, including CONTRACTOR's creditors; (iv) that during the term of this Contract, CONTRACTOR shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of COUNTY; and (v) that neither the performance of this Contract by CONTRACTOR, nor the Deliverables, nor the COUNTY's use and full enjoyment of the Deliverables (directly or indirectly by licensees and assignees) will in any way violate any non-disclosure Contract, nor constitute any infringement, misappropriation or other violation of (a) any contract, Contract, license (including any license for use of open source code) or other obligation to which CONTRACTOR is bound (except as otherwise provided herein with respect to Third-Party Assets), (b) any copyright or trade secret, or (c) any trademark, service mark, patent, invention, proprietary information, or other rights of any third party actually (as opposed to constructively) known by CONTRACTOR's Project Personnel to be infringed by the subject Deliverable. "Project Personnel" means any individual CONTRACTOR personnel assigned to perform the services under this Contract.

Notwithstanding any provision to the contrary, whether expressly or by implication, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY Indemnitees from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement related to the warranty in Section

8.55(v)(a)-(c) (collectively as “Infringement Claim(s)”). Any legal defense pursuant to CONTRACTOR’s indemnification obligations under this Contract shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR. COUNTY shall provide CONTRACTOR with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, COUNTY shall have the right to participate in any such defense at its sole cost and expense. The foregoing indemnification obligation will not apply to any claim arising from: (i) modification of Deliverables by parties other than CONTRACTOR to the extent (a) the infringement would have been avoided but for such modification, and (b) CONTRACTOR did not authorize such modification, (ii) use of Deliverables in combination with other products or components to the extent the infringement would have been avoided but for such combination, or (iii) use of Deliverables where such infringement or misappropriation could have been avoided by use of subsequent Deliverables provided by CONTRACTOR in accordance with the terms of this Contract.

Without limiting CONTRACTOR’s indemnification obligations in this Section 8.55, COUNTY shall notify CONTRACTOR, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by COUNTY, CONTRACTOR shall, at its option and at no cost to COUNTY, as remedial measures, either: (i) procure the right, by license or otherwise, for COUNTY to continue to use the Deliverables or affected component(s) thereof, or part(s) thereof, to the same extent of COUNTY’s rights under this Contract; or (ii) replace or modify the Deliverables or component(s) thereof with other Deliverables or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by COUNTY and CONTRACTOR until the Deliverables and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively referred to as “Remedial Act(s)”).

If CONTRACTOR fails to complete the Remedial Acts described in the paragraph above then, COUNTY may terminate this Contract for default pursuant to Section 8.44 (Termination for Default), in which case, COUNTY may pursue other remedies available to COUNTY in connection with any Deliverables it may not be able to use because of such infringement.

Notwithstanding anything to the contrary in this Contract, Section 8.55 state’s CONTRACTOR’s entire liability and COUNTY’s sole and exclusive remedies for claims of infringement or misappropriation of third party rights.

8.56 PROPRIETARY CONSIDERATIONS

COUNTY MATERIALS

CONTRACTOR and COUNTY agree that all materials, plans, reports, research data, invention disclosures, schedules, documentation, designs, departmental procedures and processes, algorithms and training materials, and drafts of any of the foregoing and other information

(whether maintained in tangible or electronic media) developed by COUNTY or solely for the benefit of COUNTY by parties (including by CONTRACTOR under prior Contracts by Contractor with COUNTY relating to the subject matter hereof) (collectively, "COUNTY Materials"), shall be the sole property of COUNTY (subject to Section 8.54). For purposes of clarity, the Voting System Design and Engineering identified in Exhibit A – Statement of Work are included in the COUNTY Materials hereunder. During and for a minimum of five (5) years subsequent to the term of this Contract, CONTRACTOR shall retain any and all such County Materials retained in CONTRACTOR's possession. COUNTY shall have the right to inspect any and all such COUNTY Materials and request the delivery to COUNTY at COUNTY's expense, or the destruction of, such COUNTY Materials. For purposes of clarity, the Voting System Design and Engineering identified in Exhibit A – Statement of Work shall not be considered CONTRACTOR Materials and are owned by the COUNTY. Notwithstanding the foregoing and for purposes of clarity, CONTRACTOR disclaims all right, title and ownership interest in Work Product (defined below), and CONTRACTOR further shall not use or disclose any Work Product, in whole or in part, with or to any other CONTRACTOR client. "Work Product" shall mean any drafts of materials, plans, reports, research data, schedules, documentation, designs or Deliverables that are generated by CONTRACTOR during the course of the project for COUNTY but are not included in the Deliverables provided to COUNTY.

CONTRACTOR'S OBLIGATIONS

CONTRACTOR shall protect the security of and keep confidential all COUNTY Materials and shall use whatever security measures are reasonably necessary to protect all such COUNTY Materials from loss or damage by any cause, including fire and theft.

PROPRIETARY AND CONFIDENTIAL

Any and all CONTRACTOR Materials or other information which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY's Project Director as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under this Contract for:

- Any disclosure of any materials which COUNTY is required to make under the California Public Records Act or otherwise by law; or
- Any CONTRACTOR's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

8.57 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Contract,

and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

8.58 COUNTERPARTS

This Contract may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

8.59 WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

Except as may be expressly set forth hereunder, Contractor makes no warranties of any kind, whether express, implied or statutory, including any warranties of merchantability, noninfringement of intellectual property rights, or fitness for a particular purpose, all of which are expressly disclaimed.

Except in respect of a breach by CONTRACTOR of Section 8.54 (PROPRIETARY RIGHTS) or Section 8.56 (PROPRIETARY CONSIDERATIONS), in no event shall either party be liable for any incidental, consequential, special, or indirect damages of any kind, including without limitation those relating to loss of use, interruption of business and/or cost of procurement of substitute goods, regardless of the form of action, whether in contract, tort or otherwise, even if advised of the possibility of such damages.

Except in the event of third party claims subject to CONTRACTOR's indemnification obligations (a) for personal injury or property damage, for which liability shall not be capped; (b) for claims other than arising under clause (a), for which liability shall be capped at the total amounts payable under this Contract, then either Party's aggregate liability, whether arising under this Contract, by statute or at law shall not exceed the greater of two-million dollars (\$2,000,000) or the total compensation paid by COUNTY to CONTRACTOR under this Contract.

///

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chairman Don Knabe, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Richard D. Weiss
Acting County Counsel

By _____
Edward Yen
Deputy County Counsel

STATEMENT OF WORK

CONTRACT FOR VOTING SYSTEM ASSESSMENT PROJECT

SYSTEM DESIGN AND ENGINEERING

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Exhibit A, Attachment #1 Contract Discrepancy Report

STATEMENT OF WORK

CONTRACT FOR VOTING SYSTEM ASSESSMENT PROJECT

SYSTEM DESIGN AND ENGINEERING

1.0 OVERVIEW

A. Objective

Through this Statement of Work (SOW), the County of Los Angeles (COUNTY) will complete the design of a new Voting System for the voters of the County. The Voting System design will be anchored around a new Ballot Marking Device (BMD) for electronically marking a paper ballot at a voting location, but also includes the tally process, as well as other components supporting the modernization of the voting experience and the expansion of voter access, choice, convenience, and enhancement of election administration services. These include concepts such as express voting using an interactive sample ballot (ISB); using electronic voter rosters to minimize provisional voting; and a new ballot specification that better captures voter intent, improves tally processes, and supports ballot-level auditing of results.

The paper ballot will be designed to accommodate increased contest capacity of the ballot, while ensuring its physical characteristics are optimized for handling and storage. Increased ballot capacity will allow for more flexibility in consolidating elections, thereby supporting greater cost sharing among jurisdictions. The BMD itself will leverage computing technology to provide a universal voting experience with greater usability and accessibility for voters in the County, including those with disabilities and alternative language needs.

At the conclusion of this SOW, COUNTY will have an enterprise architectural design (hardware architecture and system architecture) and requirements for the various components that make up the Voting System, as well as functioning prototypes and production-ready engineering for the BMD hardware and paper ballots. This SOW does not require the development of final production software or hardware, which will be developed in a later phase through a competitively-bid project to carry out the production build and large scale manufacturing of the Voting System.

The enterprise architectural design will be modular, establishing a foundation for the long-term implementation of the Voting System that simplifies its ongoing modernization and its integration with other COUNTY election systems.

The functional prototypes and engineering specifications will enable the COUNTY to proceed with the competitive solicitation and contracting for integration and manufacturing services to build the new Voting System, including the BMD, the tally system, and related components.

B. Background

In 2009, COUNTY began an effort to replace and modernize its current voting systems, the InkaVote Plus voting system and the Microcomputer Tally System (MTS), by launching the Voting Systems Assessment Project (VSAP), a multi-faceted public process designed to better serve the needs of Los Angeles County voters. Since the launch of the project, COUNTY has compiled field data and established an ongoing and collaborative stakeholder input process and has identified fundamental values and needs informing the

ultimate design of a Voting System supporting a new voting experience. Those values are enshrined in a set of General Voting Systems Principles adopted in collaboration with the VSAP Advisory Committee to guide all aspects of the VSAP (See Exhibit H– General Voting System Principles).












On March 28, 2013, COUNTY entered into an Contract with the design firm IDEO, LLC (CONTRACTOR), to analyze initial baseline field data collected by COUNTY and to conduct further qualitative research with voters and other stakeholders in order to design specific voting experience concepts responsive to the collected data. On August 5, 2013, following an iterative design process and close collaboration between CONTRACTOR and COUNTY, CONTRACTOR produced three Voting System design concepts in the form of computer generated visual renderings and foam core models (See Exhibit I- Phase 1- Three Final Design Concepts).

Continuing its collaboration with CONTRACTOR in the Fall of 2013, COUNTY further refined and synthesized the three initial Voting System design concepts into a single design concept (See Exhibit J- Phase 2A- Single Synthesized Design Concept). As with the previous design efforts, this was an iterative process informed by field research data collected from voters, poll workers, internal subject matter experts, and other stakeholders, and guided by the General Voting Systems Principles. The Voting System design concept that emerged at the conclusion of the Contract was rendered in the form of a Design Prototype/Looks-Like Model depicting physical, environmental, service and interactive elements, including a limited functional mockup of the software user interface to help simulate the voting experience on the device during field research. The Looks-Like Model accompanied by a written Concept Description (See Exhibit K- Phase 2B- Full Scale Looks-Like Appearance Model) was delivered at the conclusion of the prior Contract on January 31, 2014.

C. Project Scope

The scope of the project involves the iterative definition and design of the various components and user interactions the Voting System. While all components of the Voting System will undergo enterprise architectural design, general prototyping and, where necessary, technical proofs of concept, only certain components will be prototyped in detail for testing key user interactions, and designed and engineered for production readiness based on COUNTY's critical need and implementation strategy. **The SOW does not involve the development of production software or hardware, which will be developed in a later phase and future competitively-bid project to carry out the production build and manufacturing of the Voting System.** A visual representation of the extent of technical development of each Voting System component included in the scope of this project is outlined in the diagram below and also in Exhibit L.

Extent of Technical Development of Voting System Components

		SYSTEM ARCHITECTURE	PROTOTYPE	PRODUCTION READY DESIGN
BALLOT 	 Paper Ballots	•	•	•
	 Emergency Ballots	•	•	
	 Vote by Mail Ballots	•	•	
BALLOT MARKING DEVICE 	 Hardware	•	•	•
	 UI / UX	•	•	
	 Business logic	•	•	
	 Firmware	•	•	•
BALLOT ACTIVATION 	 Ballot	•	•	
	 Onscreen	•	•	
	 Token**	•	•	
INTERACTIVE SAMPLE BALLOT 	 Web App	•	•	
	 Web service	•		
TALLY 	 Tally System	•	•	

* To ensure levels of software system and code level as provided by CDA-VT during the scope of this work order.

** During the design process, CDA-BMD will determine what other factors or changes necessary and make the necessary design changes.

CONTRACTOR is being engaged by COUNTY to deliver expert services in the area of human-centered design methodologies, product design and engineering, system architecture and software engineering, and manufacturing consulting.

CONTRACTOR will collaborate closely with COUNTY to ensure the project continues to follow the vision, principles and goals of the project established at the outset by COUNTY. With oversight by COUNTY, CONTRACTOR will carry out a rigorous validation of design concepts through extensive field research and user testing. CONTRACTOR understands that all final deliverables identified in this SOW must be feasible, viable and, for the BMD hardware, firmware, and paper ballot specification, in a state of production development and manufacturing readiness. For additional details see 6.0 Responsibilities of the SOW.

The work of previous Voting System design phases was limited to high-level designs focusing on the voter experience. This included “looks-like” and “feels-like” features and prototypes of a new voting device and associated User Interface (UI); as well as new components like an interactive sample ballot that could be accessed by voters on their personal devices. The proposed scope of this project will build on these design requirements and go much further. The project will now detail hardware/software, electrical, mechanical specifications necessary to fully develop and manufacture the desired Voting System design, including new components like the tally system.

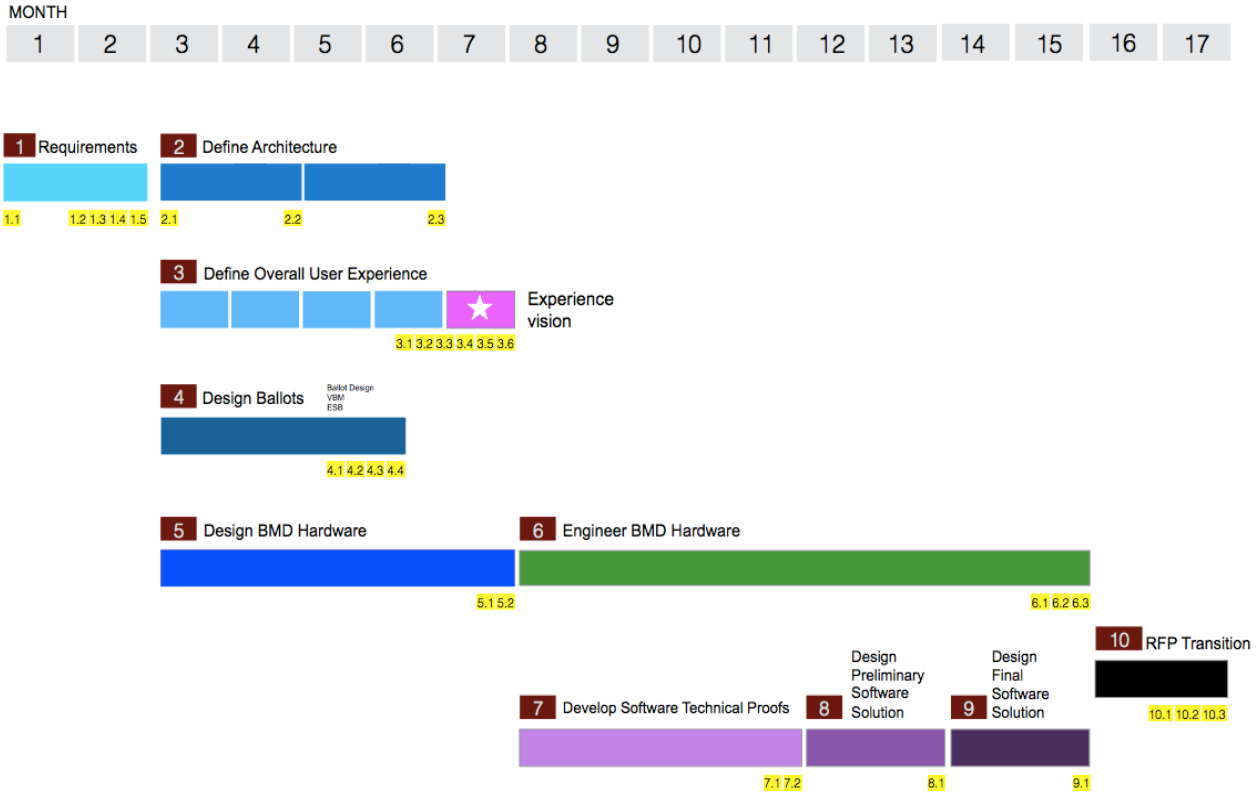
For this project, this iterative voter-centric approach to design will continue, but will be grounded in technical engineering activities that ensure that the final Voting System is feasible and fully specified. The detailed requirements gathering will support the development of a broad systems architecture that specifies data flows, integration points, and business requirements of the Voting System within the full operational context of the enterprise, including ballot specification and tally requirements. It also includes more comprehensive and much finer resolution of design and engineering detail not included in prior design phases.

2.0 TEN TASKS AND DELIVERABLES

In all of the tasks within this SOW, CONTRACTOR is expected to provide expert design and engineering services based on industry knowledge and actual experience in hardware and software product development, systems architecting, and management consulting. CONTRACTOR is expected to carry out all activities and deliverables of this SOW in a manner that is consistent with the General Voting System Principles, with industry standards and best practices and, according to guidance provided by COUNTY subject matter experts (SME), with the laws and regulations applicable to voting systems and elections in the County of Los Angeles and the State of California. COUNTY will select and assemble SMEs as needed from a number of operational areas of the department, including administration, information technology, and election operations, as well as from external stakeholders involved in the project, such as the Chief Information Office, the Internal Services Department, and the VSAP Technical Advisory Committee.

CONTRACTOR's tasks and deliverables include the following and may not necessarily be completed in the sequence below. For a bigger copy, see Exhibit M.

HIGH-LEVEL PROGRAM PLAN



TASK 1 – KICK- OFF PROJECT AND GATHER REQUIREMENTS

The purpose of this task is for CONTRACTOR to work with COUNTY and other stakeholders to understand the requirements that will govern the design of the Voting System and identify the key design constraints that will anchor architecture and design activities.

COUNTY will be responsible for defining the landscape of SME/domain experts that will educate CONTRACTOR, and provide guidance and requirements in the form of user stories throughout the program:

- Product Team**
 The Product Team will speak to the user experience provided by the system, including required voting functions, accessibility issues, poll worker considerations, and system setup and maintenance.
- Technical Advisory Team**
 The Technical Advisory Team will speak to performance expectations for the system, including speed, capacity, and security considerations. Team members are also able to speak knowledgeably regarding the environment in which the system will function, including upstream systems like ECBMS and DIMSNET and downstream expectations for system output.

- *Conformance Task Force*
The Conformance Task Force will speak to the policies and laws applicable to voting systems and elections in the County and the State of California, which will serve as the conformance framework used to guide the design and engineering efforts of this SOW.
- *Authorization Environment Team*
Authorization experts will speak specifically to issues of security and access.

Activities for Task 1:

- Conduct an initial kickoff with the COUNTY to plan a series of work sessions with key stakeholders within the COUNTY who will contribute to the requirements gathering process
- Conduct Agile Development workshop to confirm party responsibilities and project methodology
- CONTRACTOR and COUNTY will review the set of principles, best practices, standards, and laws applicable to voting systems and elections in the County of Los Angeles and the State of California, which will serve as the conformance framework used to guide the design and engineering efforts of this SOW. COUNTY will ensure that such requirements are surfaced as prioritized user stories or activities in the Product Backlog. Throughout the scope of work of this SOW, CONTRACTOR shall maintain an awareness of these principles, best practices, standards, and laws, and use them as the basis for corroborating all deliverables. COUNTY will work with CONTRACTOR to ensure this framework is upheld. This framework includes, but is not limited to:
 - VSAP General Voting System Principles
 - California Voting System Performance Standards
 - California Polling Place Accessibility Guidelines
 - California Elections Code
 - California Administrative Code
 - Help America Vote Act
 - Americans with Disabilities Act
 - Design for Democracy
 - Center for Civic Design's Field Guides To Ensuring Voter Intent
- Conduct work sessions with the different stakeholders, SMEs and domain experts, and determine the feedback loop with these different stakeholders moving forward throughout the program.
- Agree on and set up a methodology for communicating the progress of the program to all key stakeholders; this will include ways to maintain documentation around decision-making and conformance;
- Gather requirements from a user perspective, system perspective, and conformance perspective. COUNTY will provide functional requirements as user stories or activities in the Product Backlog;

- Agree on a set of assumptions for the project such as modularity of the system and cost-of-goods targets for the BMD, which will be very sensitive to production volume, as constraints to define the right solution;
- Define the preliminary Product Backlog, which is an enumerated list of the preliminary functional project requirements; this will take the form of user stories, which are meant to be discrete and testable tasks. CONTRACTOR will provide access to a project tracking service, such as Jira, in which user stories can be entered, estimated, and prioritized;
- Estimate and assign a level of effort to priority activities in this Backlog;
- Create a preliminary, high-level project plan based on the estimated level of effort for each priority activity; and
- Define the non-functional requirements that will shape the enterprise architectural design of the Voting System. Non-functional requirements include benchmarks for UI speed, system uptime, and number of supported users (anticipated load), a browser and device support matrix, and other hardware and software system expectations that may be identified during Task 1.

Deliverables for Task 1:

- **Deliverable 1.1: Project Kickoff Meeting**
 - CONTRACTOR shall attend a project kickoff meeting to be held at COUNTY offices in Norwalk within five (5) business days of the execution of the Contract. The purpose of this meeting is to introduce CONTRACTOR team members, define roles and responsibilities, and to present and discuss the scheduling of activities for Task 1.
- **Deliverable 1.2: Project Plan**
 - CONTRACTOR shall provide a Project Plan for Tasks describing:
 - The anticipated schedule and estimated level of effort for CONTRACTOR and COUNTY throughout the program.
 - Project schedule including deliverables, milestones, key events, convenings, and task dependencies.
 - Project risk identification and risk management strategies.
 - CONTRACTOR'S project team organizational chart, including partners and subcontractors, with business and after-hours contact information.

- **Deliverable 1.3: Communications Strategy**

- CONTRACTOR shall develop a program for communicating and documenting the progress and decision-making around conformance, taking into consideration the different stakeholders and their communication needs throughout the program.
- This deliverable will also include Weekly Project Status Reports, which will be provided by CONTRACTOR. These may be provided in person or via conference call, and shall include a written agenda and report, in Microsoft Word format, which covers completed activities and user stories as well as current issues, decision points, and action items. They shall also include a methodology for reporting well in advance of due dates any potential delays or failures to meet deliverables, and for characterizing their severity and probability. COUNTY may amend the structure of the Weekly Project Status Reports as needed to ensure full and proper documentation of the project as it proceeds.
- This deliverable will also include a Change Order process for documenting and approving any changes during the Project that will impact the nature, timing and completion of Tasks or Deliverables, or will increase Project costs. Prior to proceeding with any changes to the Project, CONTRACTOR is required to notify COUNTY and obtain from COUNTY approved Change Order documentation.

- **Deliverable 1.4: Non-Functional Requirements Document**

- Using information provided by COUNTY, CONTRACTOR will formulate and document non-functional requirements that will shape the enterprise architectural design.

- **Deliverable 1.5: Preliminary Product Backlog**

- Using user stories and other information gathered during Task 1 and requirements provided by COUNTY, CONTRACTOR shall work closely with COUNTY to create a preliminary Product Backlog, which will prioritize and tentatively plan for the implementation of activities and detailed user stories based on COUNTY needs and priorities. Throughout the project, COUNTY reserves the right to revise and amend the Product Backlog and the priority of the user stories. The CONTRACTOR capacity to implement user stories may be limited by resource allocation. For this reason, depending on how COUNTY prioritizes the effort, it may not be possible to implement all user stories. CONTRACTOR will notify COUNTY whenever resource allocation issues affect user story completion.

Changes to the Product Backlog are subject to the Change Order process required in Deliverable 1.3.

The development of software technical proofs of concept will be included in the backlog later in the project, after the system architecture and design

activities of Tasks 2 through 5 have shed more light on the features of the solution design that require proofing.

TASK 2 – DEFINE ENTERPRISE ARCHITECTURE

The purpose of this task is to define a common hardware and software (HW/SW) architecture for the Voting System that will guide the development of the various work streams. The first half of this task will focus on the hardware architecture, identifying components that make up the BMD hardware, defining key HW/SW interdependencies, such as BMD loading, and establishing a preliminary Voting System design for key hardware constraints, such as security and accessibility. The second half of this task will focus on the system architecture, based on the hardware assumptions, as well as an enterprise perspective of the voting experience, including the tally of the ballots. This will involve coming up with preliminary Voting System design for key software constraints, such as security, performance, protocols, operating system, and application program interfaces (API).

Activities for Task 2:

- Host a System Architecture Workshop to map out assumptions and interdependencies for hardware and software.
- Research and propose key electronic Commercial Off-the-Shelf (COTS) components and create a preliminary Bill of Materials (BOM).
- Create an electronic and mechanical architecture showing how all of these components interconnect in both an electronic system and mechanical package.
- Define and document strategy for addressing key hardware security concerns identified in Task 1.
- Deliver to COUNTY the above in a BMD Hardware Architecture Document.
- Review the BMD Hardware Architecture Document and determine the required points and probable methods of interconnecting the various components of the Voting System.
- Understand what the future state of the hardware system is in order to begin drafting the initial software solution design.
- In order to provide guidance for the firmware, web service, and user interface engineers, CONTRACTOR will leverage the BMD Hardware Architecture Document, requirements gathered from COUNTY SMEs in Task 1, and the System Information Architecture Workshop to create a Preliminary Software Solution Design Document that includes a Preliminary System Architecture.

Deliverables for Task 2:

- **Deliverable 2.1: System Architecture Workshop**
 - CONTRACTOR shall plan for, participate in, and follow up on a workshop with all parties to the system architecture.
- **Deliverable 2.2: Ballot Marking Device Hardware Architecture Document**
 - Based on the outcomes of Task 2, CONTRACTOR shall develop a Preliminary Bill of Materials (BOM) of key COTS electronic and hardware components, which will provide COUNTY with a good understanding and approximation of the per unit cost of the device, and will serve as a specification of the types of materials recommended as a result of engineered and tested design, both of which will inform and guide the future RFP process to build the device. The BOM will be included in a document that defines the electronics and mechanical architecture of the BMD, including a security strategy.
- **Deliverable 2.3: Preliminary Software Solution Design Document V1**
 - The Software Solution Design Document (SSDD) will describe the Voting System architecture that will ultimately unite the system components. The SSDD will evolve over the course of the engagement; drafts of various versions of the SSDD will be delivered at project milestones when significant content has been generated from relevant tasks. After Task 2, CONTRACTOR will deliver the first draft of the SSDD, which will include the following section(s):
 - Preliminary System Architecture, V1
The Preliminary System Architecture will include software stack diagrams, suggested open source frameworks and tools, and a connectivity strategy for the components and upstream systems constrained by the requirements received during Task 1.

TASK 3 – DEFINE OVERALL USER EXPERIENCE AND CREATE FUNCTIONAL PROTOTYPES

The purpose of this task is to evolve the Voting System concept established prior to this scope of work through iterative cycles of design, prototyping, and user testing, to arrive at a vision of the Voting System that will govern development. During this task, CONTRACTOR shall create functional prototypes of the BMD and ISB user experiences.

During the task, CONTRACTOR shall provide technical feasibility assessments regarding aspects of the Voting System. As Voting System components are designed, CONTRACTOR will work toward a thorough understanding of each component and will work with COUNTY to determine how upstream systems will interact or integrate with the Voting System or imply requirements that the Voting System will be expected to meet.

Activities for Task 3:

- Through one-month iterative cycles, prototype the design of the Voting System; in each prototyping sprint, CONTRACTOR will continue to refine towards a final vision for the Voting System, which will be illustrated through a final functional prototype that will simulate this experience.
 - Refine design of BMD UI
 - Create design of ISB UI
 - Prototype BMD UI and hardware
 - Prototype ISB UI
- Meet with COUNTY SME/domain experts throughout the iterative prototyping process, to ensure conformance, gather feedback for next design iteration, discuss project requirements, and add user stories and activities to the Product Backlog;
- Conduct user evaluation sessions during each iterative prototyping sprint, in order to collect feedback from voters;
- Meet with COUNTY at regularly-scheduled intervals to discuss project requirements and add/re-prioritize activities and user stories to the Backlog;
- Meet regularly with COUNTY project leadership throughout the iterative prototyping process to discuss the impact on per unit costs and overall cost of design and requirements decisions made, recognizing COUNTY funding limitations and budget constraints;
- Review the state of COUNTY'S current voting systems to gain a better understanding of the environment in which the new Voting System will be expected to function (current state will be assessed via documentation and knowledge transfer provided by COUNTY);
- Map the data paths and data elements necessary to support the user interactions represented in the designs and/or functional prototypes;
- Map user interactions relevant to system administration, security, and maintenance;
- Create and demo prototypes of the use of multiple activation mechanisms (Ballot Identification, Selection and Activation Mechanism Design);
- Demonstrate the functionality of the Interactive Sample Ballot Solution across multiple platforms; and
- Revise the SSDD based on the final vision of the Voting System and the voting experience it supports.

Deliverables for Task 3:

- **Deliverable 3.1: BMD User Interface “Looks Like/Works Like” In-Process Functional Prototypes**
 - Using the Center for Civic Design’s Anywhere Ballot as the design pattern and starting platform, and in accordance with Task 3 deliverables, CONTRACTOR shall design a series of iterative “looks like/works like” BMD functional prototypes supporting the high priority voter, poll workers, and election administrator user stories identified by COUNTY, including BMD marking and handling of the paper ballot;
 - CONTRACTOR will create these functional prototypes, as prioritized in the Preliminary Product Backlog, that simulate the User Interface experience and the Hardware that runs this User Interface of the BMD, but not the final hardware form factor; and
 - CONTRACTOR will deliver to COUNTY all work product functional prototypes designed during Task 3 (there will be multiple versions created as CONTRACTOR iterates throughout Task 3).
- **Deliverable 3.2: BMD User Interface “Looks Like/Works Like” Final Prototype**
 - CONTRACTOR shall create a final prototype of the BMD User Interface, based on the iterative in-process functional prototypes created during Task 3.
- **Deliverable 3.3: Prototype of Ballot Identification, Selection and Activation Mechanism Design**
 - CONTRACTOR will create a prototype “demo” of the use of multiple activation mechanisms. This prototype will serve as the “living” user experience specifications moving forward; and
 - The modes for these activation mechanisms will be based on different scenarios (to be determined during Task 3) and the constraints will be designed to maximize the user experience.
- **Deliverable 3.4: Interactive Sample Ballot Solution Prototype**
 - CONTRACTOR will demonstrate this functionality across multiple platforms – different browsers, operating systems, and devices (e.g., smartphone, tablet, laptop and desktop) to be specified during Task 1; and
 - The purpose of this demonstration will be to illustrate how to access the interface through these multiple platforms in order to complete the voting experience, but CONTRACTOR will not be creating production-ready code.
- **Deliverable 3.5: Preliminary Software Solution Design Document V2**
 - The second (2nd) version of the SSDD will include the following sections:

- Preliminary System Architecture, V2
 - Current State Analysis, V1
 - System Data Flows, V1
- Version 2 of the SSDD will be a revision and expansion of Deliverable 2.3.
- **Deliverable 3.6: Functional Prototypes Source Code**
 - CONTRACTOR will deliver all relevant source code that has been created during the creation of the functional prototypes, including all installation and deployment packages, unit tests, third-party open/disclosed source code libraries or components (including open source code license Contracts), database files and scripts, firmware, and software development environments and compilers; and
 - The source code delivered during Task 3 will not be production-ready.

TASK 4 – DESIGN BALLOTS

The purpose of this task is to establish a technical solution for tallying the three types of ballots – BMD-printed ballot, Vote By Mail (VBM) ballot and emergency ballot – and to establish the visual design templates for the BMD-printed and VBM ballots. In the case of the BMD-printed ballot, a specification for printing the final ballot will also be created.

Activities for Task 4:

- Design technical solution for encoding and scanning ballot selections for the three ballot types;
- Research and identify ballot scanning technologies in order to find a feasible way to take the paper ballot, feed through the device, and read the information at scale;
- Perform proof-of-concept testing on ballot scanning scenarios to prove capability at scale;
- Design the visual layout templates of the three ballot types;

Define the physical specifications (size and shape, paper weight, etc.) of the BMD-printed ballot;

- Document the design and specifications of the three ballot types, including cost considerations; and
- Document the Tally Scanning Requirements and Design Document, based on COUNTY provided requirements, the results from the proof-of-concepts and final decisions made for the ballot technical and design solution.

Deliverables for Task 4:**• Deliverable 4.1: Paper Ballot Specification**

- CONTRACTOR shall develop a BMD-printed Paper Ballot Specification that contains at a minimum the following details:
 - Paper stock and construction;
 - Dimensions and corner cuts;
 - Weight, flexibility, and resilience;
 - Storage, transportation, and handling requirements and limitations;
 - Durability in terms of shelf life, light, heat, and moisture;
 - Layout of election information, vote selection contents, and headers/footers on the ballot;
 - Compliance with applicable state or federal regulations or other requirements specified by the Conformance Task Force or the COUNTY
 - Mechanism for unique ballot identification to support ballot-level auditing;
 - Support for high vote selection capacity (up to 100 and no less than 50 contests);
 - Support for high throughput and high accuracy machine readability, in conformance with applicable standards and regulations;
 - Information and references for ballot printing vendors capable of producing the ballot according to specifications and regulatory requirements;
 - Estimated per ballot production costs and other relevant costs of the paper ballot specification; and
 - CONTRACTOR usability testing of the BMD ballot design shall include a review by external subject matter experts identified by COUNTY;

• Deliverable 4.2: Tally Requirements Document

- CONTRACTOR shall define the high-level tally user experience and capture requirements in the Product Backlog. The tally user experience will be documented as a high-level process flow and wireframes to describe high-level aspects of the administrative interface for the tally component of the Voting System. CONTRACTOR may also create a visual diagram of the tally system concept to communicate the high-level user experience;

- CONTRACTOR shall define the method for marking and scanning BMD-printed, VBM and emergency ballots; and
 - This document will include a list of proposed tally scanners, the results of technical proof of concept testing of scanning solutions at scale, a high-level architectural design and the proposed requirements for the tally component of the Voting System.
 - **Deliverable 4.3: Emergency Ballot Requirements and Design Document**
 - CONTRACTOR shall create the visual design of the Emergency Ballot, along with the method for making Emergency Ballots available at voting locations.
 - **Deliverable 4.4: Vote By Mail Template Specification**
 - CONTRACTOR shall create the Vote By Mail Ballot graphic design and layout for the ballot and envelopes, and how it fits within the existing VBM process as confirmed in Task 1. This specification will also consider how VBM ballots will be uniquely identified and how to account for multipage VBM ballots.
 - CONTRACTOR usability testing of the VBM ballot design shall include a review by external subject matter experts identified by COUNTY
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TASK 5 – DESIGN BMD HARDWARE

The purpose of this task is to define the industrial design for the BMD, select the key hardware components that will make up BMD, and create a functional prototype of the electronic hardware.

Activities for Task 5:

- Research BMD components and make selection, taking into account cost factors;
- Prototype proofs of concept for key mechanical systems;
- Design and build bench-top, “works like” prototypes of the electronic system;
- Evolve and refine the industrial design concept established prior to this scope of work;
- Develop “works-like” prototypes based on the iterative prototyping; and
- Develop final appearance model for the BMD industrial design, based on selection of key hardware components

Deliverables for Task 5:

- **Deliverable 5.1: BMD Hardware “Works-Like” Prototypes**
 - CONTRACTOR shall create prototypes of the BMD hardware, based on the iterative in-process prototypes created during Task 5.
- **Deliverable 5.2: BMD “Looks-Like” Appearance Model**
 - CONTRACTOR shall refine the industrial design of the BMD concept from the previous scope of work based on input from BMD hardware design activities and feedback from iterative user testing and deliver to COUNTY a full-scale looks-like appearance model.

TASK 6 – ENGINEER BMD HARDWARE

The purpose of this task is to refine the design of the BMD hardware in preparation for release to manufacturing. During this task, all of the sub-assemblies and components will be analyzed for function, fit, cost and performance and will be designed for manufacturability.

Activities for Task 6:

- Based on the final BMD Hardware from Task 5, refine the design and engineering of the electronic and mechanical components of the hardware system;
- Develop the production-ready documentation of the BMD hardware into a manufacturing release package that can be given to potential manufacturing partners as part of an RFP;
- Build five (5) Design Validation Units (DVUs) of the production-ready hardware design;
- Conduct FCC pre-scan and vibration test of the BMD DVUs;
- Update hardware design based on the results of DVU testing; and
- Deliver to COUNTY the final BMD manufacturing release package, the five DVUs, and the final report outlining design decisions and rationale for the final hardware design

Deliverables for Task 6:

- **Deliverable 6.1: BMD Manufacturing Release Package**
 - CONTRACTOR shall refine the design and engineering of BMD electronic and mechanical components, including designing and reviewing each component and assembly for high volume manufacturing.

- CONTRACTOR shall document the production-ready design of the BMD hardware in a manufacturing release package including:
 - Production-ready 3D CAD models of components and assemblies;
 - Annotated Critical to Function (CTF) drawings of assemblies and custom mechanical components;
 - A costed BOM of electronic and mechanical components and assemblies, including model numbers and vendors for all COTS components;
 - Electronic system specification, schematic and system interconnect document and circuit board layout files; and
 - Commented code (firmware)
- **Deliverable 6.2: Functional BMD prototypes**
 - CONTRACTOR shall build and deliver to COUNTY five (5) functional BMD Design Validation Units (DVUs) of the production-ready BMD hardware design using a pre-manufacturing prototype creation process. Each DVU will be installed with the final BMD User Interface prototype; and
 - CONTRACTOR shall perform an FCC pre-scan and a vibration test of the DVU units to uncover any major issues prior to the end of the phase, and make necessary design changes based on issues found prior to final manufacturing package release.
- **Deliverable 6.3: Design and Engineering Specification Document**
 - As defined in the Communication Strategy developed in Task 1.3, CONTRACTOR will progressively compile a Design and Engineering Specification that documents in detail all design and engineering decisions made as part of the iterative BMD prototyping process throughout the project that led to the final design, and will include the rationale for such decisions with respect to feedback from user testing, the conformance framework described in Task 1, and COUNTY's cost considerations, as well a manufacturing strategy.

TASK 7 – DEVELOP SOFTWARE TECHNICAL PROOFS OF CONCEPT

The purpose of this phase is to test the technical feasibility of the Voting System, as designed and prototyped during Task 3. Based on the preliminary SSDD (Deliverable 3.5) and other system requirements compiled in the Product Backlog, a suite of capabilities will have been documented to articulate the future vision of the Voting System. Task 7 provides an opportunity to formulate hypotheses for how the system architecture should support the future vision, build a series of technical proofs to try out these hypotheses, and revise the SSDD based on the outcomes of these technical proofs.

Activities for Task 7:

- Plan and estimate priority user stories and activities. User stories and activities will be related to key technical relationships between components;
- Set up virtual environments that closely approximate the Voting System components to the extent necessary to conduct the software technical proofs;
- Formulate key technical hypotheses implied by then current component designs (e.g., data can be passed from one component to another via JavaScript Object Notation (JSON)). Discuss hypotheses to determine which hypotheses require technical proofs and add required proofs to the Product Backlog;
- Conduct technical proofs in virtual environments, or – when possible – using functional prototypes; and
- Refine the system architecture according to the success or failure of the technical proofs. Communicate results so that appropriate adjustments to the Voting System design may be accomplished.

Deliverables for Task 7:

- **Deliverable 7.1: Software Technical Proofs**
 - CONTRACTOR shall plan and implement technical proofs of priority Voting System capabilities. Using the prioritized Product Backlog, CONTRACTOR shall test the key interactions of the proposed architecture in a series of “Sprints,” where each Sprint consists of a two-week implementation cycle. At periodic points in the Sprint series, CONTRACTOR may break from implementation to focus on testing and hardening.
- **Deliverable 7.2: Software Technical Proofs Source Code**
 - CONTRACTOR will deliver all source code that has been created during the creation of the software technical proofs including all installation and deployment packages, unit tests, third-party open/disclosed source code libraries or components (including open source code licenses), database files and scripts, firmware, and software development environments and compilers.
 - Software technical proofs are not intended for production purposes (and may contain minor bugs and feature imperfections), but are intended to validate the system architecture and support thorough user testing of the BMD prototype.

TASK 8 – DOCUMENT PRELIMINARY SOFTWARE SOLUTION DESIGN

During this phase, CONTRACTOR shall collaborate closely with COUNTY to create a solution design for the Voting System.

Activities for Task 8:

- Work with COUNTY to refine the design of the Voting System from a technical stewardship perspective;
- Document the software stack for each Voting System component;
- Document the server configuration for system administration;
- Identify the open source software frameworks necessary to support critical Voting System functions;
- Identify necessary Voting System data and map its flow through the system;
- Identify the tools needed to support system logging; and
- Identify other necessary system tools and libraries.

Deliverables for Task 8:

- **Deliverable 8.1: Preliminary Software Solution Design Document V3**
 - The third (3rd) version of the SSDD will include the following sections(s):
 - Preliminary System Architecture, V3
 - Current State Analysis, V2
 - System Data Flows, V2
 - Gap Analysis, V1

The Gap Analysis will determine – based on the previously completed Current State analysis and the requirements of the future state – the additions or modifications to current infrastructure necessary to support the Voting System.

TASK 9 – DOCUMENT FINAL SOFTWARE SOLUTION DESIGN

During this task, CONTRACTOR shall verify that the Voting System functionality designed during Task 8 supports and enables the front-end user experiences and capabilities. In addition, CONTRACTOR shall work with COUNTY stakeholders to ensure the Voting System architecture meets project requirements. CONTRACTOR shall refine and document the Voting System architecture based on the feedback received.

Activities for Task 9:

- Conduct review sessions to present the Voting System architecture to COUNTY in order to communicate key capabilities and constraints and initiate knowledge transfer;
- Collect feedback from project stakeholders and refine the architecture as appropriate; and
- Update the project backlog to reflect feedback from project stakeholders.

Deliverables for Task 9:

- **Deliverable 9.1: Final Software Solution Design Document V4**
 - After socializing and revising the SSDD, CONTRACTOR will deliver a final version. This last revision of the Voting System design will note which elements of the architecture are key to the success of the Voting System as a whole and should not be changed without due consideration. The final version SSDD will include the following sections(s):
 - System Architecture, V4
 - Current state analysis, V3
 - System Data Flows, V3
 - Gap Analysis, V2

TASK 10 – TRANSITION TO RFP PROCESS

During this task, CONTRACTOR shall work with COUNTY to determine the best way to communicate the program vision to RFP candidates. This program vision will convey an understanding of the “hard” requirements and the “soft” requirements, and provide a repository of the content needed to understand the Voting System architecture. In addition, CONTRACTOR will provide technical assistance in preparing COUNTY for the RFP process.

Activities for Task 10:

- Discuss different scenarios for communicating to potential vendors moving forward in this implementation process;
- Determine if there are other stakeholder groups to communicate to, besides Manufacturing and Systems Integration partners;
- Finalize concept for communication tool, and determine which assets can be repurposed, which assets still need to be created;
- Develop Communication Tool to help attract and engage system integrators;
- Hold Project Capstone meetings to help COUNTY transition into the RFP process for manufacturing and systems integration. This may include, at COUNTY discretion, a separate meeting to brief other COUNTY stakeholders on the final status of the project, including Board offices, the Chief Executive Office, the Chief Information Office, and County Counsel; and
- Develop RFP evaluation tool that may be used by COUNTY to prepare for selecting the partners for Manufacturing and Systems Integration.

Deliverables for Task 10:

- **Deliverable 10.1: Program Vision Communication Tool**

- Working with COUNTY, CONTRACTOR shall develop a tool for communicating the Voting System hardware and software requirements to potential partners to help them understand what is to be implemented and/or manufactured.

- **Deliverable 10.2: RFP Evaluation Tool**

- CONTRACTOR shall create a tool that the COUNTY may use to help in evaluating proposals and identifying the right kind of partners for Manufacturing and Systems Integration.
- The form of this tool will be determined during Task 10.

- **Deliverable 10.3: Project Capstone Meetings**

CONTRACTOR shall meet with COUNTY project team to present and discuss Task 6, 9 and 10 deliverables. At COUNTY discretion, CONTRACTOR may also hold a meeting with other COUNTY stakeholders, including Board offices, the Chief Executive Office, the Chief Information Office, and County Counsel, to brief them on the final status of the project.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 A detailed description of the format and methodology of the Weekly Project Status Report and Change Order process to be provided as part of Deliverable 1.3 – Communications Strategy of the SOW.
- 3.2 Additional methods of monitoring to ensure that Contract requirements are being met;
- 3.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor is required to attend all scheduled mutually agreed upon meetings.

4.2 Contract Discrepancy Report (Exhibit A, Attachment #1)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (Exhibit A, Attachment #1) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within 10 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 10 workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

The following definitions are for special terms that are used in the SOW.

1. "Anywhere Ballot" is an accessible, responsive, standards-compliant digital ballot template created by Drew Davies of the Design for Democracy project and built on a technology platform of HTML5 and CSS3.
2. "API" Application Framework Interfaces specify how some software components should interact with each other, defining the capabilities that one component offers to another and how to invoke those capabilities. APIs are a key enabler of modular software systems.
3. "BOM" Bill of Materials is a list of the hardware components that make up a hardware product such as the BMD. BOMs are typically created in an Excel spreadsheet, or similar, and can include information such as the manufacturer, model/part number and unit cost for COTS components or the material, manufacturing process and estimated cost for custom mechanical components.
4. "CAD database" CAD (Computer Aided Design) database is a digital representation of a physical object created using 3D modeling software such as SolidWorks, Rhino, or Alias. The database may be exported to rendering software programs to create photorealistic 3D renderings, to 3D printers or machining software to 3D print or machine 3D models, and can be used to define physical geometry during transition to volume manufacturing.
5. "COTS" products are commercial off-the-shelf software or hardware products that are ready-made and available for sale to the general public. COTS products are designed to be implemented easily into existing systems without the need for customization.
6. "CSS3" is the third revision of the style sheet language standard that is now a cornerstone specification of the web. CSS is used for describing the look and formatting of a document written in a markup language such as HTML.

7. "CTF Drawings" Critical to Function drawings call out the critical dimensions and tolerances for a custom mechanical component and manufacturing process notes that will serve as the acceptance criteria for that component when produced on production tooling.
8. "Design Concept" is a visual and/or narrative representation of a potential voting system design that meets criteria developed and compiled by COUNTY.
9. "DVU" Design Validation Unit is a hardware prototype where each component is created to the final production specification using prototyping processes to check the fit and function of the design prior to release to volume manufacturing.
10. "DIMSNet" is an election management system product from Election Systems & Software, which is used by the Los Angeles County Registrar-Recorder/County Clerk to support and manage the voter registration, signature petition processing, election consolidation, polling place and poll worker recruitment, and other election administrative processes.
11. "Election Contest and Ballot Management System (ECBMS)" is a designed and developed by the Los Angeles County Registrar-Recorder/County Clerk, which manages the setup of contests for an election, the filing of candidate information and documents, the layout of the ballot and reporting of election results.
12. "HTML5" is the fifth revision of the Hypertext Markup Language (HTML) standard used to create web pages. It is a core technology of the Internet used for structuring and presenting multimedia content for the World Wide Web.
13. "InkaVote Plus Voting System" is the current voting system used by Los Angeles County voters to mark and cast a ballot. The voting system consists of three parts: 1) the voting device and the attached ink marker, 2) the Precinct Ballot Reader (PBR), and 3) audio ballot to assist voters with special needs. It utilizes paper-based ballots that are centrally tallied using the Microcomputer Tally System (MTS).
14. "ISO" is the International Standards Organization is an international standard-setting body headquartered in Geneva, Switzerland that is composed of representatives from various national standards organizations. Standards 9000, 9001, and 10007 address various aspects of quality management and configuration control.
15. "MTS" is the Microcomputer Tally System, an optical scan tally system used to tabulate InkaVote Plus ballots centrally at RR/CC headquarters. The system was developed and continues to be maintained and supported by the COUNTY RR/CC.
16. "Product Backlog" is a collection of user stories that characterize project functional requirements in terms of the user experience and ordered by priority.
17. "Product Owner" is the COUNTY representative who has the seniority and depth of knowledge necessary to prioritize the Product Backlog and assume responsibility for the capabilities.
18. "Prototypes" are early samples, models or release of a product built to test a concept or process or to act as a thing to be replicated or learned from. A prototype is designed to test and trial a new design to enhance precision by designers, engineers, clients and users. Prototyping serves to provide specifications for a real, working system rather than a

theoretical one. Some or all aspects of a prototype may be incorporated into a real-world working system, but a real-world working system is not a prototype.

19. “Real World Working System (RWWS)” is a product or service that has been designed and engineered to the level of completeness and rigor required for actual system usage outside of a controlled prototype environment (and at the expected scale and duration of usage). This definition is in distinction to a Prototype, which isn’t necessarily designed and engineered to the same level of completeness and rigor as a RWWS.
20. “RR/CC” is the Department of Registrar-Recorder/County Clerk of Los Angeles County. It refers to the chief election official for the COUNTY, and it also refers to the department is responsible for the registration of voters, maintenance of voter files, conducting federal, state, and local elections, and the verification of initiative, referendum and recall petitions. The RR/CC’s mission is “Serving Los Angeles County by providing essential records management and election services in a fair, accessible and transparent manner.” For more information, visit <http://www.lavote.net/>.
21. “RR/CC Project Team” is a body composed of RR/CC departmental staff tasked with moving the goals of the Voting Systems Assessment Project forward.
22. “Stakeholders” are individuals who are involved, affected by, or interested in the actions of the Voting Systems Assessment Project.
23. “SWOT Analysis” is a structured planning method used to evaluate strengths, weaknesses, opportunities, and threats involved in a project.
24. “Systems Architecture” is a conceptual model that defines the structure and behavior of a system. Various types of documentation may be used to create a detailed plan of the system at the component level. The architecture is principally concerned with the interfaces between components or subsystems and external interfaces between system components and other systems.
25. “Unified Modeling Language” is a general purpose modeling language in the field of software engineering, which is designed to provide a standard way to visualize and specify the architecture, structure, and behavior of a system that is independent of the development platform.
26. “Voting System”, when in lower case, is the mechanics, materials, technology and process needed to cast and count votes. This includes the ballot and its layout; testing system logic and accuracy; processing cast ballots and counting votes; tallying, reporting and auditing results; and the instructions and device for voters to preview, make selections, cast, and confirm the ballot. In the SOW, it is also the experience of the voter throughout the voting process and the interactions with the voting system as a whole (i.e. preparing for voting, voting and casting a ballot, and any post-voting activities and interactions). Where capitalized in the SOW, “Voting System” is also the specific voting system solution being designed in this phase of the VSAP project, all of its various components (such as, BMD, tally, ballots, ballot activation mechanism, interactive sample ballot, etc.) and the voting experience that it is intended to support.
27. “VSAP” is the Voting Systems Assessment Project, a transparent and participatory project launched by COUNTY RR/CC with the goal of implementing new voting systems that meet

the needs and expectations of current and future Los Angeles County voters.

28. "VSAP Advisory Committee" is an appointed body composed of stakeholders, academics and community leaders that has been convened to represent critical constituency groups and communities of interest throughout the VSAP and to provide advice and recommendations to the RR/CC.
29. "VSAP General Voting System Principles" are a set of principles, developed by the VSAP Advisory Committee and adopted by the RR/CC, which will guide the acquisition and development of new voting systems for the COUNTY as system requirements for a new voting system are developed. These principles communicate a set of core values that will help the COUNTY establish a voting system that meets the needs and preferences of Los Angeles County voters (Exhibit H).
30. "VSAP Technical Advisory Committee" is an appointed body composed of voting technology experts, computer scientists, academics, and practitioners that has been convened to provide advice and recommendations to the RR/CC.
31. "Task/Deliverable Acceptance Certificate" means the certificate issued by the COUNTY upon CONTRACTOR's satisfactory completion of applicable Tasks, Subtasks and Deliverables, goods, and services and other Work in accordance with the requirements, Specifications, and timetables set forth in this Contract, the SOW or any approved change order or amendment. See Exhibit G

6.0 PERIOD OF PERFORMANCE

The CONTRACTOR is responsible for completing Tasks 1 through Task 10 specified in this document in accordance with the sequence and timelines specified in the schedule included in Deliverable 1.2 Project Plan of the SOW. The CONTRACTOR shall consult with the COUNTY's Project Manager(s) to ascertain and verify the requirements for each Task of the project. The CONTRACTOR shall provide all goods, materials, and services within the specified time determined by Project Planning and Management, and document in the Project Plan, and meet all requirements and standards herein specified before the Final Voting System Design and Engineering Acceptance Certificate approval shall be given by the COUNTY.

7.0 RESPONSIBILITIES

The COUNTY's and the CONTRACTOR's responsibilities are as follows:

COUNTY

7.1 Personnel

Duties specific to the administration (See Exhibit E) of the Contract will include:

- 7.1.1 Monitoring the CONTRACTOR's performance.
- 7.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments if required and necessary.

7.2 Furnished Items

COUNTY shall provide access to equipment for conducting presentations including a projector and microphones.

CONTRACTOR**7.3 Project Manager**

7.3.1 CONTRACTOR shall provide a full-time Project Manager and/or a designated alternate. COUNTY must have access to the Project Manager for the duration of the Contract. See Exhibit E.

7.3.2 Project Manager shall act as a central point of contact with the COUNTY.

7.3.3 Project Manager/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.4 Personnel

7.4.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work.

7.5 Identification Badges

CONTRACTOR shall ensure their employees are appropriately Identified. CONTRACTOR staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. CONTRACTOR is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Contract. If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR's staff's County specified photo identification badge at the time of removal from performing Work under this Contract.

7.6 Access to RR/CC County Facilities

CONTRACTOR, its employees, and agents will be granted access to RR/CC County facilities, subject to CONTRACTOR's prior notification to COUNTY Project Director for the purpose of executing CONTRACTOR's obligations hereunder. Access to COUNTY facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in writing in advance by COUNTY Project Director. CONTRACTOR shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, CONTRACTOR's personnel shall be accompanied by County personnel at all times, unless this requirement is waived by COUNTY Project Director.

7.7 RR/CC County Facility Office Space

In order for CONTRACTOR to perform services hereunder and only for the performance of such services, COUNTY may elect, subject to County's standard administrative and security requirements, to provide CONTRACTOR with office space and equipment, as determined at the discretion of COUNTY Project Director, at RR/CC County facilities, on a non-exclusive use basis. COUNTY shall also provide CONTRACTOR with reasonable telephone service and network connections in such office space for use only for purposes of the Contract. COUNTY disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by CONTRACTOR.

7.8 Materials and Equipment

The purchase of all materials/equipment to complete the deliverables is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

7.9 Contractor's Office

CONTRACTOR shall maintain an office with a telephone and email in the company's name where CONTRACTOR conducts business. When the office is closed, an answering service shall be provided to receive calls. The CONTRACTOR shall answer calls or respond to emails received by the answering service within a reasonable amount of time.

8.0 GREEN INITIATIVES

CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____ Signature of County Representative	_____ Date
---------------------------------------------	---------------

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

Signature of County Representative

Date

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B

PRICING SCHEDULE AND DELIVERABLES CHART

The VSAP Price Schedule represents the summary of all costs and breakdown of all tasks/subtasks and deliverables. Payments by COUNTY to CONTRACTOR will be made upon meeting the listed deliverables as outlined in the Payment Deliverables Chart.

All deliverables require a Task/Deliverable Acceptance Certificate (Exhibit G) signed by the CONTRACTOR's Project Manager(s) prior to being sent to COUNTY for acceptance and approval by the COUNTY, as evidenced by COUNTY Project Director's countersignature to the applicable tasks/subtasks and deliverables. Acceptance Certificate, and prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval nor prior to the completion of all deliverables assigned under a specific series of events as noted below. For example, tasks 1.1, 1.2, 1.3 must be completed in their *entirety* prior to payment being invoiced or paid.

Deliverables	Invoice Amount	T a s k s									
		1	2	3	4	5	6	7	8	9	10
1.1 Kickoff		1									
1.2 Project Plan											
1.3 Communications Strategy	\$950,000.00										
1.4 Non-Functional Requirements Document											
1.5 Preliminary Product Backlog	\$950,000.00										
2.1 System Architecture Workshop			2								
3.1.1 BMD User Interface "Looks Like/Works Like" In-Process Functional Prototype Iteration 1											
5.1.1 BMD Hardware "Works-Like" Prototype Iteration 1	\$1,750,000.00										
2.2 Ballot Marking Device Hardware Architecture Document											
3.1.2 BMD User Interface "Looks Like/Works Like" In-Process Functional Prototype Iteration	\$900,000.00										
5.1.2 BMD Hardware "Works-Like" Prototype Iteration 2	\$850,000.00			4							
3.1.3 BMD User Interface "Looks Like/Works Like" In-Process Functional Prototype Iteration	\$850,000.00										
5.1.3 BMD Hardware "Works-Like" Prototype Iteration 3	\$700,000.00										
2.3 Preliminary Software Solution Design Document V1			2								
3.1.4 BMD User Interface "Looks Like/Works Like" In-Process Functional Prototype Iteration 4											
4.1 Paper Ballot Specification					3						
4.2 Tally Requirements Document											
4.3 Emergency Ballot Requirements and Design Document											
4.4 Vote By Mail Template Specification											
5.1.4 BMD Hardware "Works-Like" Prototype Iteration 4	\$1,550,000.00										
3.3 Prototype of Ballot Identification, Selection and Activation Mechanism Design						3					
3.5 Preliminary Software Solution Design Document V2											
5.2 BMD "Looks-Like" Appearance Model	\$500,000.00										
3.2 BMD User Interface "Looks Like/Works Like" Final Prototype											
3.4 Interactive Sample Ballot Solution Prototype											
3.6 Functional Prototypes Source Code	\$420,000.00						5				
6.3.1 Design and Engineering Specification Document - Draft materials and components selection	\$560,000.00										
6.3.2 Design and Engineering Specification Document - Draft functional block diagram and CAD model	\$410,000.00										
6.3.3 Design and Engineering Specification Document - Schematic capture and draft component placement	\$430,000.00										
7.1 Software Technical Proofs											
7.2 Software Technical Proofs Source Code	\$540,000.00							7			
6.3.4 Design and Engineering Specification Document - Draft Manufacturing Strategy Document	\$390,000.00										
8.1 Preliminary Software Solution Design Document V3	\$420,000.00										
6.3.5 Design and Engineering Specification Document - Draft tolerance analysis	\$350,000.00										
6.1 BMD Manufacturing Release Package											
6.2 Functional BMD prototypes									6		
6.3.6 Design and Engineering Specification Final Compiled Document											
9.1 Final Software Solution Design Document V4	\$380,000.00										
10.1 Program Vision Communication Tool											
10.2 RFP Evaluation Tool											
10.3 Project Capstone Meetings	\$748,000.00									10	

NOTE: The County will holdback 10% of each payment for Tasks 6-9. The total holdback amount will be paid at the conclusion of 9.1

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONSULTANT ACKNOWLEDGMENT
AND CONFIDENTIALITY CONTRACT**

CONTRACTOR: IDEO LLC

1. GENERAL INFORMATION

The organization identified above ("Contractor") has entered into a contract ("Contract") to provide Work (as such term is defined in the Contract) to the County of Los Angeles ("County"). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Acknowledgment and Confidentiality Contract, represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Contract, including this Exhibit D.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Work pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Work under the Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any Contract between any person or entity and County.

Contractor acknowledges the provisions of Article 9 of Chapter 4 of Division 3 (commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which state:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . "

Contractor also acknowledges the provisions of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which state:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . "

**CONSULTANT ACKNOWLEDGMENT
AND CONFIDENTIALITY CONTRACT**

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit D "Confidential Information"). By signing this Acknowledgment and Confidentiality Contract, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of the Contract and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Acknowledgment and Confidentiality Contract, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

Contractor acknowledges that violation of this Acknowledgment and Confidentiality Contract may Contractor to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____



COUNTY'S ADMINISTRATION

CONTRACT #: _____
CONTRACTOR'S NAME: _____
CONTRACT TITLE: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

OTHER STAFF:

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Notices to COUNTY shall be delivered and emailed to the following:

Cecille Asuncion
County of Los Angeles
Registrar-Recorder/County Clerk
Finance & Management Division/Administrative Services Branch/Contract Section
Address: 12400 Imperial Hwy. Norwalk, CA 90650
Email: CAasuncion@rrcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACT #: _____
CONTRACTOR'S NAME: _____
CONTRACT TITLE: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

OTHER STAFF:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be delivered and emailed to the following:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

OTHER KEY CONTACTS:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Safely Surrendered Baby Law

For more information in English and Spanish, and to print posters, visit
www.babysafelac.org

Safely Surrendered *Baby Law*

*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law



*Babies can
be safely
surrendered
to staff at any
hospital or fire
station in
Los Angeles
County*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

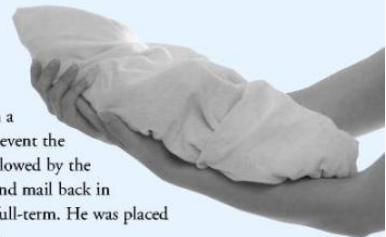
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

Registrar-Recorder County Clerk 12400 Imperial Highway Norwalk, CA 90650		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM: _____ County Project Manager (<i>Signature Required</i>)	TO: _____ Contractor Project Manager	
County hereby certifies to that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) Contractor's approval of all Work performed in connection with such Tasks and Deliverables. LA further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). Contractor's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
(NAME OF CONTRACTOR) ACCEPTANCE:		
NAME _____ SIGNATURE _____ DATE: _____ Contractor Project Manager		

General Voting System Principles
Los Angeles County

Adopted on
August 24, 2011

1. The voting system must provide for transparency. The processes and transactions associated with how the system is set up, run, and stored should be easy for the public to understand and verify. This should include making hardware components available for inspection, and source code to the extent that the manner of doing so would not jeopardize system security or availability.
2. The voting system must be scalable. The system must provide sufficient technical and physical capacity to accommodate large and complex ballot styles, growing language needs, extremely large numbers of precincts and consolidation of elections with local districts and municipalities.
3. The voting system must be flexible. It must provide the ability to adapt to different election types, environments, and changing regulatory requirements, without the need to replace the entire system or to undertake costly system modifications that potentially compromise security.
4. The voting system must instill public trust by having the ability to produce a physical and tangible record of a voter's ballot to verify the ballot was marked as intended before it is cast and to ensure auditability of the system. It must demonstrate to voters, candidates, and the general public that all votes are counted as cast.
5. The voting system must have integrity and be accountable to voters and follow existing regulations. System features must protect against fraud and tampering. It should also be easy to audit and produce useful, accessible data to verify vote counts and monitor system performance.
6. The voting system must offer a variety of options to cast a vote to ensure that a single/fixed method of voting does not prove to be a barrier and source of disenfranchisement for any group of voters. The system should allow for variety in the location, time, and equipment used to cast a ballot.
7. The voting system must guarantee a private and independent voting experience for all voters, including voters with a full range of types of disabilities and voters with limited English proficiency. Voting system features must allow the voter to select the language, adjust display features, alternate ballot formats (e.g. Audio Ballot), and method of controlling the marking tool, allowing voters to cast a ballot independently.
8. The voting system must be easy for all voters to use, in particular, for voters with a full range of types of disabilities and voters with limited English proficiency. The system must support plain language and be intuitive, user-friendly, and accessible to all, in order to minimize and easily identify voter errors. It should also provide all voters the ability to easily correct any errors that appear on their ballot prior to casting their ballot.
9. The voting system should be easy and reliable for election workers to use, set-up, breakdown, and explain.

10. The voting system must be portable. It should be lightweight and compact enough for transportation, set up, and efficient storage. A portable system could include features such as hand grips, handles, straps, and wheels that make transporting and maneuvering the voting system easy.
11. The voting system must include features for safe and secure storage. It should include features such as locks and security seals to protect the integrity of the machine while in the custody of election workers or in storage with election officials.
12. The voting system must have minimal and/or flexible power and connectivity requirements. It should not require such an extensive amount of power and connectivity that it limits locations where the voting system can be deployed.
13. The voting system must have minimal requirements for system boot/programming at polling sites and/or vote centers. It must also provide intuitive and quick fix troubleshooting solutions to empower election workers on Election Day. It should be easy to set up for operation by election workers at polling sites and/or vote centers.
14. The voting system must be cost-effective. Costs considered should include procurement, operating, and maintenance costs as well as consideration of expected system/equipment lifespan.

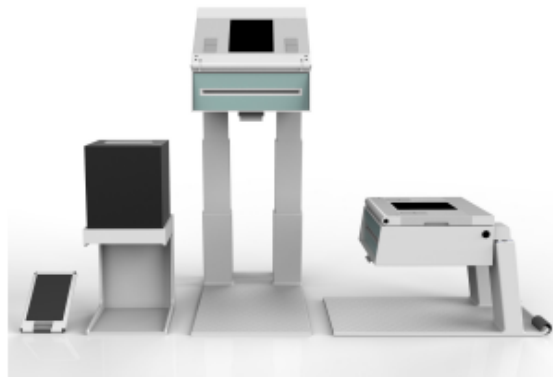
Phase 1- Three Final Design Concepts

The following three (3) concepts were designed by IDEO LLC during Phase I.

Concept 1 One Simple System

One Simple System provides an all-in-one solution that simplifies steps and allows voters to work their way through the ballot in a single location, eliminating excessive navigation around the polling location.

The station itself is easy for voters to adjust and modify themselves allowing for complete voting independence. For poll workers, setup and Election Day support is minimized, although transport and storage remains a consideration.



Next Steps

Technical / Mechanical Considerations

- Explore mechanical functions for telescoping legs and tilting screen
- Explore printer / scanner devices. Ink delivery systems i.e., thermal printing, inkjet, laser
- Explore stability and proportion

Design / Ergonomic Considerations

- Explore range of motions through user testing
- Explore color, material and finish
- Refine industrial design

Usability / Cognitive Understandings

- Explore UI interface in conjunction with hardware
- Explore privacy threshold

Principles to Consider

- Cost
- System / Boot Requirements
- Integrity
- Instill Public Trust
- Voter Ease of Use
- Transparency

Concept 2 Vote Your Way

Vote Your Way supports the wide variety of voter needs and preferences in a way that feels customized to the individual, allowing for complete voting independence.

So whether someone prefers to vote privately, communally, or seated in a chair, this flexible, tablet-based concept brings the experience to the voter and lets them decide the best way to cast their vote.

For poll workers, setup, support, transport and storage is streamlined, allowing volunteers to focus more on interpersonal interactions.



Next Steps

Technical / Mechanical Considerations

- Explore mechanical functions for articulating stand and four legged stand
- Explore printer / scanner devices. Ink delivery systems i.e., thermal printing, inkjet, laser
- Explore impact durability of tablet

Design / Ergonomic Considerations

- Explore scanning and tablet docking interface
- Explore color, material and finish
- Refine industrial design

Usability / Cognitive Understandings

- Explore data transferring technologies between tablet and printer
- Explore privacy threshold

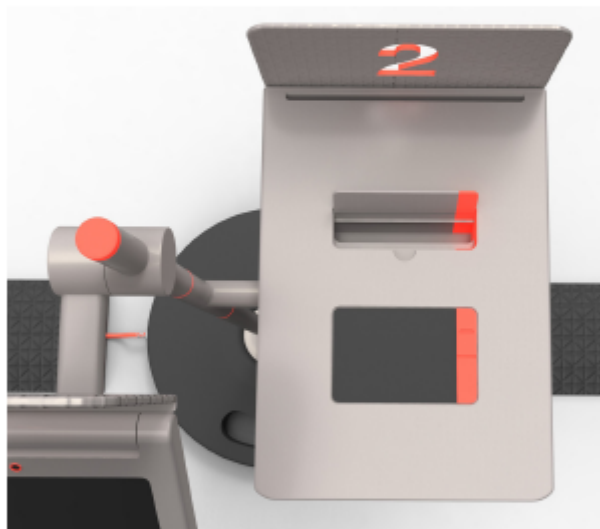
Principles to Consider

- Cost
- System / Boot Requirements
- Integrity
- Instill Public Trust
- Voter Ease of Use
- Transparency

Concept 3 Three Easy Steps

Three Clear Steps allows people to take very clear and distinctive actions at each stage of the voting process. By decentralizing the system, people can visibly see what is expected from beginning to end. With fewer points of interface as each stage, the experience becomes easier and less intimidating.

For poll workers, lightweight components make it easier to transport, support and swap parts out if necessary on Election Day, eliminating downtime. In addition, the scalability of the system allows LA County to project ahead and pivot as needs change.



Next Steps

Technical / Mechanical Considerations

- Explore mechanical functions for stands and device clamps
- Explore printer / scanner devices. Ink delivery systems i.e., thermal printing, inkjet, laser

Design / Ergonomic Considerations

- Explore station identification
- Explore station configurations
- Explore color, material and finish
- Refine industrial design

Usability / Cognitive Understandings

- Explore step-by-step interactions
- Explore privacy threshold

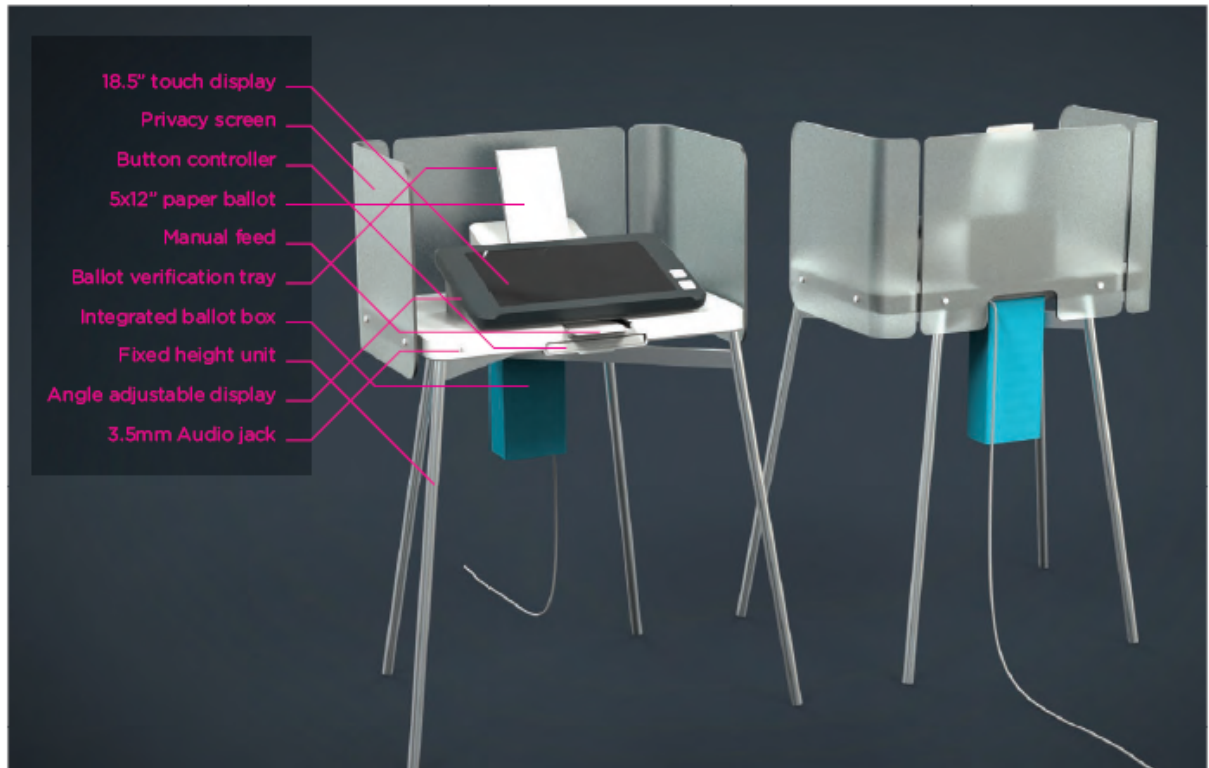
Principles to Consider

- Cost
- System / Boot Requirements
- Integrity
- Instill Public Trust
- Voter Ease of Use
- Transparency

Phase 2A- Single Synthesized Design Concept

Overview

Page 1



Phase 2B- Full Scale Looks-Like Appearance Model



Voting System Principles

- Transparency
- Scalability
- Flexibility
- Ability to Instill Public Trust
- Integrity
- Ability to Offer Variety of Options to Cast a Vote
- Guarantee of a Private and Independent Voting Experience
- Ease of Use for the County's Diverse Electorate
- Ease of Use for Pollworkers
- Portability
- Allowance for Safe and Secure Storage
- Minimal and/or Flexible Power Connectivity Requirements
- Minimal Requirements For System Boot/Programming
- Cost-Effectiveness

We talked to

EXPERTS



Accessibility experts
Elections experts

Security experts
Disability advocates

VOTERS



Seniors & youths
Visually impaired

People with cerebral
palsy
Newly-naturalized
citizens

POLLING SITE WORKERS



Poll workers
Inspectors

Trouble shooters
Poll worker trainers

Assumptions

HARDWARE / VOTING UNIT

Required to be as durable, light and compact as possible to offer maximum transportability and storage ability

- Contains:
 - Automated paper conveyer
 - Thermal printer
 - Internal scanner (for audio read-back of the printed ballot)
 - Integrated ballot box
 - Touch display
 - Audio controller for the button pad (drawer style) with Braille/raised text label
 - Barcode scanner (to enable pre-voting)
- Connectors (power, audio)
- All functions are marked in Braille and raised/contrasted type
- Easy access to internal components for troubleshooting
- Power-in / power-out connectors
- Provision of space for official stickers

PAPER BALLOT HANDLING

- One single paper ballot tray for feed and exit
- 8.5" tray width to accommodate ballots with large number of contests
- Blank paper ballot inserted activates the machine
- Printed paper ballot exits for verification (same location as insertion)
- Printed paper ballot is automatically conveyed into the integrated BB
- Feed / Exit tray is lit (or features a backlit icon) to create visual attention when necessary

DISPLAY

- 18.5" touchscreen
- Landscape orientation
- Tilt adjustable (from 20° to nearly vertical)
- Anti-glare and privacy treatment

BUTTON PAD

- Removable and tethered
- 4-way navigation needs to be simplified to match the navigation closely
- +/- icons on volume as well as audio speed buttons
- Add Braille and raised type labels for each button
- All icons should be highly contrasted against the button they sit on

BALLOT BOX

- Integrated
- Maximum capacity of 500 stacked paper ballots
- Sealable
- Tamperproof construction
- Detachable (for table-top set-up)

BASE

- Collapsible for convenient transport and storage
- Non-adjustable (fixed) height

I / O

- Two audio jacks with Braille/raised text label
- Insertion angle TBD
- No USB port is considered at this time for security reasons
- Considered location for headset when not in use

POWER

- Emergency power unit situated in-line between the power outlet and machine power cords
- Locking power cords to relay voting machines

PRIVACY

- Large and efficient privacy shield (8" taller than current prototype)
- Privacy shield should fold flat and its footprint should equal that of the voting unit
- Possible addition of a "Get help" light indicator to alert poll workers

USER INTERACTION

AUDIO INTERFACE

- "ON" until user turns it off
- can be piloted by the button pad
- is supplemental to the touchscreen

FLOW

- Language choice is the first slide
- Default UI set-up is black background and white "Medium" type (dark color-scheme)
- Instructions precede voting and cannot be skipped
- Instructions are tailored to voter's selected input method (ie. Audio + Remote)

GENERAL

Supported input methods are:

- Touchscreen only
- Audio only
- Touchscreen + audio
- Three typesizes (Medium, Large, Extra-large); Medium and Large comply with the minimum size required for accessibility
- Content on page is paginated, not scrollable
- Clear visual cues to communicate that there is more content to discover
- No gestures, no press-and-hold, no multi-touchpoint

Design Attributes

FAMILIAR

Intuitive, Approachable



ROBUST

Durable, Evolutive



ACCESSIBLE

Adjustable, Universal, Non-Discriminatory

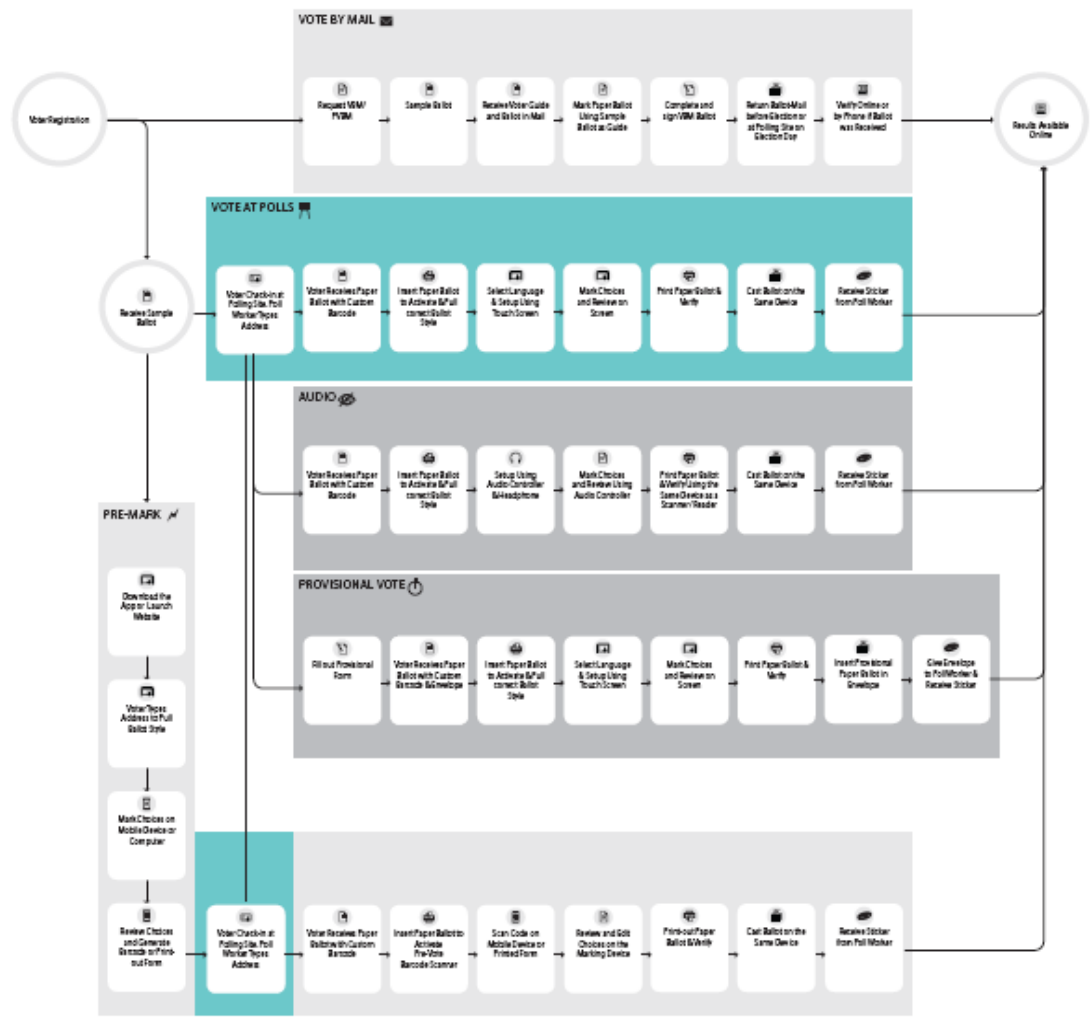


CLEVER

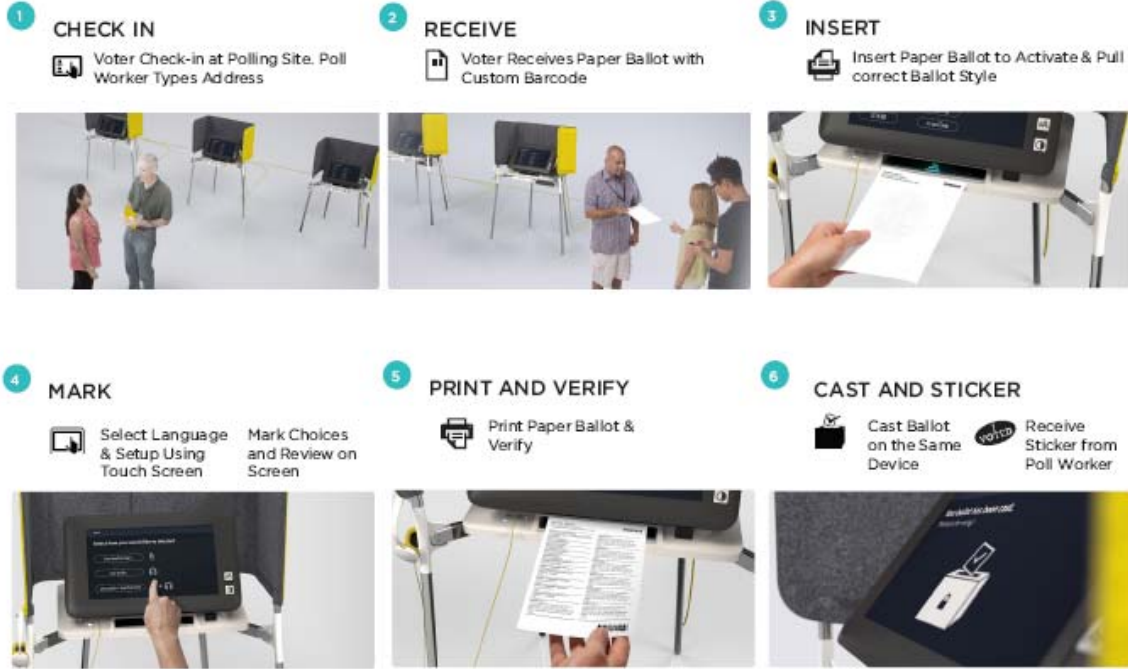
Easy To Use, Easy To Set-Up,
Easy To Transport



EXPERIENCE FLOW



AT POLLS SCENARIO



HARDWARE ARCHITECTURE



TRANSPORT CONFIGURATION





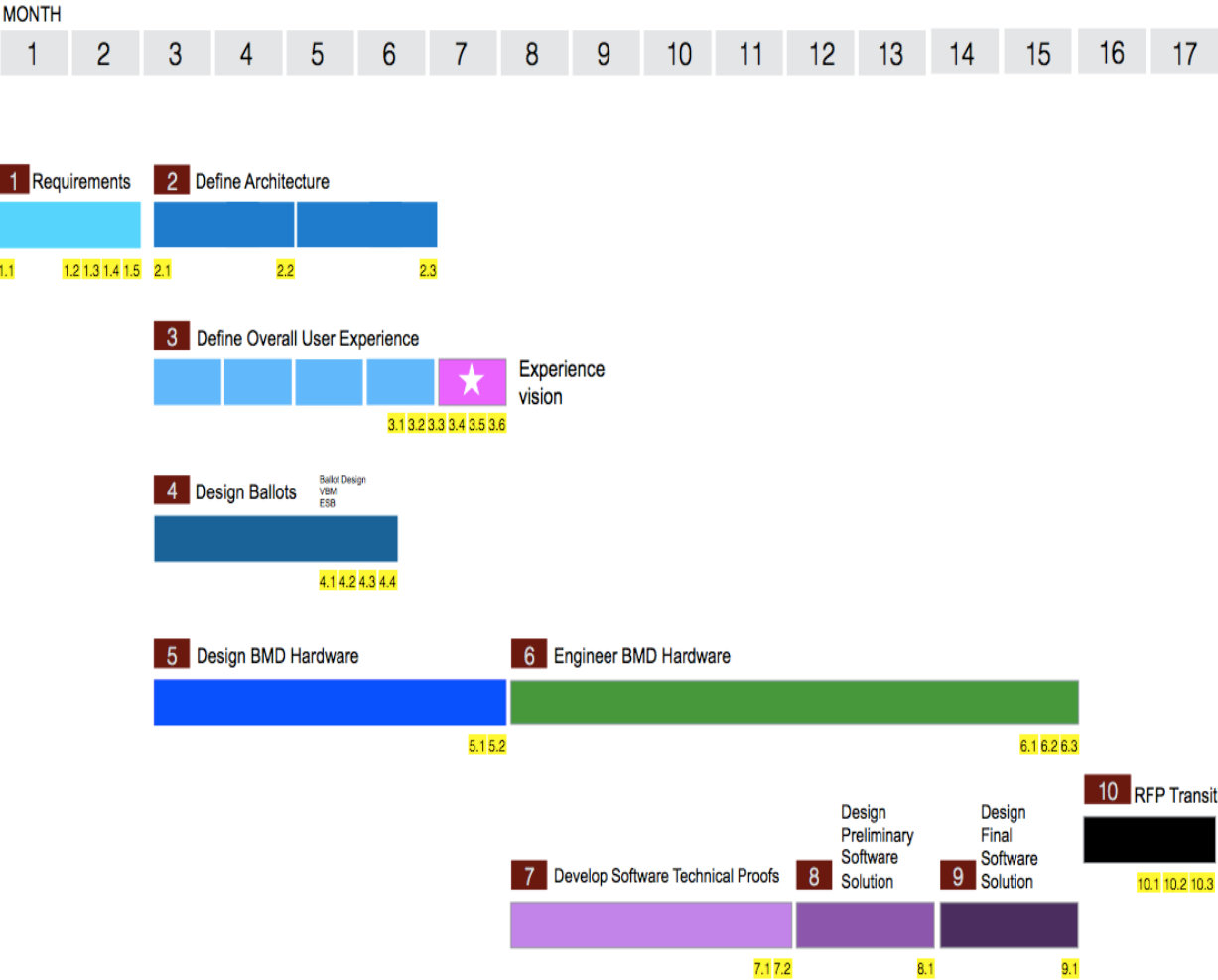
Visual Representation of the Project Scope
VOTING SYSTEM ASSESSMENT PROJECT
SYSTEM DESIGN AND ENGINEERING

		SYSTEM ARCHITECTURE	PROTOTYPE	PRODUCTION SYSTEM DESIGN
BALLOT 	 Paper Ballots	•	•	•
	 Emergency Ballots	•	•	
	 Vote by Mail Ballots	•	•	
BALLOT MARKING DEVICE 	 Hardware	•	•	•
	 UI / UX	•	•	
	 Business logic	•	•	
	 Firmware	•	•	•
BALLOT ACTIVATION 	 Ballot	•	•	
	 Onscreen	•	•	
	 Token**	•	•	
INTERACTIVE SAMPLE BALLOT 	 Web App	•	•	
	 Web service	•		
TALLY 	 Tally System	•	•	

* Technical needs of various system will be covered as presented by GSA/NTT during the scope of the work order.

** During the design process, GSA/NTT may determine that Ballot Activation is no longer necessary and could be removed from scope.

HIGH-LEVEL PROGRAM PLAN
VOTING SYSTEM ASSESSMENT PROJECT
SYSTEM DESIGN AND ENGINEERING



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. **“Contractor”** shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or Contract with the County.
- B. **“County”** shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. **“County Property Taxes”** shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. **“Department”** shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. **“Default”** shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. **“Solicitation”** shall mean the County's process to obtain bids or proposals for goods and services.
- G. **“Treasurer-Tax Collector”** shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)
- H.

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority Contracts under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master Contract, where the Contractor was certified at the time the master Contract was entered into and at any subsequent renewal, extension and/or amendment to the master Contract.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program Contracts that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-Contract purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
15. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

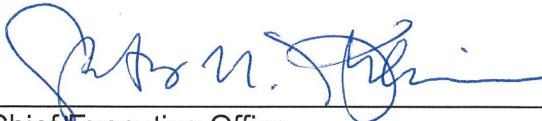
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

SOLE SOURCE CHECKLIST

*Please refer to Board Policy #5.100, Sole Source Contracts, for further reference

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
XX	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
XX	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
XX	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
XX	➤ Other reason. Please explain: PLEASE SEE ATTACHED
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Chief Executive Office </div> <div style="text-align: center;"> 10/2/2014 _____ Date </div> </div>	

SOLE SOURCE JUSTIFICATION

The Registrar-Recorder/County Clerk (RR/CC) is currently in the early stages of a Voting Systems Assessment Project (VSAP) which aims to modernize the County's voting systems in order to ensure accessible, accurate, and secure elections in the County of Los Angeles. The VSAP was launched in response to growing voting system needs and challenges faced by the County, including the obsolescence of the existing technology, a large and diverse electorate, a limited voting systems market, and ever changing regulations. With its emphasis on the voter experience, the needs and values of current and future voters, the evolving technology environment, and design for longevity, the VSAP represents a unique and comprehensive approach to voting systems implementation.

The current voting system was first implemented during the 1968 election cycle. With patches and upgrades to components of the system, it has been kept operational, but it has become increasingly difficult to source replacement hardware, as well as staff knowledgeable of its outdated technology. The design of the system and the age of the technology do not offer the technical and functional elasticity necessary to meet the future needs of a growing electorate, its diversity, and the innovations required to improve the accessibility and efficiency of elections. Without the flexibility to adapt to today's changing regulatory environment, these systems are constantly at the risk of non-compliance, and in effect at the end of their useful life. Furthermore, the passing of laws and regulations, such as Proposition 14, which passed in 2010 and implemented the Top Two Primary system, have severely challenged the system's ability to adapt to these new laws.

Unfortunately, the current voting systems market has failed to produce a voting system that meets the complex needs of the County. Hence, as a part of the VSAP, the RR/CC engaged the award-winning design and innovation firm IDEO, to synthesize research and data that has been gathered throughout the project, and to design a voting system concept that meets the needs of Los Angeles County voters as expressed through the County's voting system guiding principles.

Through a collaborative, innovative design process, IDEO developed three design concepts for the County, and the RR/CC is now engaged with IDEO in a subsequent phase to further refine those three concepts into one solution that best meets the needs of Los Angeles County voters. Once that solution is identified and elaborated, the next step in the process will be to refine the one design concept and develop a high-fidelity model of the voting system. This sole source request is specifically aimed at facilitating that next step.

IDEO's expertise, innovation, and methodology led to the design of three viable design concepts in just a few months. IDEO is expected to synthesize those three design concepts into one final concept in just a few more weeks. Due to IDEO's knowledge of the project, their unique expertise in bringing innovative product designs quickly to

market, and our need to develop the best voting system for Los Angeles County voters in a rapid manner, it is imperative that IDEO remain a partner through the development of a system prototype. IDEO has spent the last six months learning the regulatory environment under which Los Angeles County operates, as well as election administration processes from administrators, pollworkers, and voters. Bringing on a new service provider at this point in the project would subject it to an inordinate degree of additional risk relative to any perceived benefits. Our research indicates there are no other firms with the expertise and methodology necessary to execute the unique voter-centered design requirements of the VSAP. Given the steep learning curve, transitioning to a less qualified firm with no knowledge of the project would result in major costs and delays, and to the real risk that an unsuccessful transition would lead to project failure.

If the RR/CC is to continue to run elections in a secure and accurate manner, the RR/CC needs to move forward in replacing the County's existing voting system as soon as it possibly can. Seamlessly continuing the Department's collaboration with IDEO will allow the RR/CC to move forward with the design and prototyping in the most rapid yet most viable manner possible.



Los Angeles County Registrar-Recorder/County Clerk

Dean C. Logan
Registrar-Recorder/County Clerk

March 25, 2014

TO: Supervisor Don Knabe, Chairman
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich

William T Fujioka, Chief Executive Officer

FROM: Dean C. Logan, *Dean* Registrar-Recorder/County Clerk

NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR SOLE SOURCE AGREEMENT WITH IDEO FOR CONSULTING SERVICES TO DEVELOP DETAILED DESIGN SPECIFICATIONS FOR A BALLOT MARKING DEVICE AND RELATED COMPONENTS

This is to notify your Board that the Registrar-Recorder/County Clerk (RR/CC) intends to enter into sole source negotiations with IDEO for consulting services to develop detailed design specifications required to progress to a competitive contracting process for full-scale manufacturing services for a ballot marking device and related components, as part of our current effort to modernize Los Angeles County's voting system.

BACKGROUND

In 2009, the Voting System Assessment Project (VSAP) was launched to modernize the County's aging voting systems in order to ensure accessible, accurate and secure elections. As a result of your Board's Motion in September 2010, the RR/CC has provided your Board with quarterly reports regarding the status of VSAP. The project seeks to redesign the voting experience for Los Angeles County voters and implement a voting system that is not only secure and accessible but, elicits the highest degree of public trust.

From a development perspective, at the core of our project principles are modularity, hardware independence and non-proprietary source code.

This is a critical needs project. The environment and demands under which the RR/CC administers elections have become increasingly complex; challenged by a growing and diverse electorate, an aging voting system, a fluid regulatory environment that has limited the development of voting systems and the recent phenomenon of special vacancy elections. Many of these complexities are not unique to Los Angeles County but, they are compounded by two critical factors: 1) the size and diversity of the jurisdiction; 2) the current state of its voting system.

Over the past two years the project has made great strides. We established stakeholder advisory bodies to ensure citizen participation in the project. A set of General Voting System Principles were developed in collaboration with our advisory bodies. Then, in 2013, we completed a design process that envisioned a new voting experience and detailed a design for a Ballot Marking Device, the core component to the voter's experience.

This process was supported through a grant/loan from the Quality and Productivity Commission and subsequent Net County Cost funding. In October 2012 the Quality and Productivity Commission awarded \$470,000 in Productivity Investment Fund (PIF) grant funding in support of the initial VSAP voting system design phase to develop a series of initial draft voting device concepts. From March 28, 2013 to January 31, 2014, the Chief Executive Office (CEO) authorized the RR/CC to enter into a Delegated Authority Agreement with the award winning human-centered innovation and design firm IDEO to provide consulting services to provide initial design drafts of a new voting system in Los Angeles County totaling \$1,071,120. Through an iterative design process, IDEO produced a single voting system design concept based on field research, user testing and stakeholder engagement, including a "looks like" prototype of the proposed Ballot Marking Device.

To move the development of this Ballot Marking Device forward we must develop detailed hardware and software specifications for manufacturing. The production of these specifications will allow the Department to initiate a competitive contracting process that is not only driven by the principles set forth by the project but, also affords a greater opportunity to control the cost and intellectual property of the product. This process will include continuous stakeholder feedback as we further refine the system.

Development of additional voting system components (e.g. Tabulation System, Vote by Mail system) is dependent on the development of system specifications for and manufacturing of the Ballot Marking Device.

JUSTIFICATION FOR SOLE SOURCE AGREEMENT WITH IDEO

IDEO met all prior contractual obligations and produced a custom design concept that is both original and innovative. Through various iterations which have engaged voters, academics, election workers, and other stakeholders, IDEO has acquired critical subject matter expertise and knowledge of the established General Voting System Principles adopted by the VSAP Advisory Committee which is hard to replace and costly to reacquire.

IDEO is an award winning global design and innovation consultancy. This company creates positive impact through design by taking a human-centered approach to helping organizations in the public and private sectors innovate, grow, and bring to market new ideas. IDEO's expertise can help us achieve this goal in an acceptable timeframe and in accordance with the principles adopted by the VSAP Advisory Committee.

The process involved in the conceptualization of a new voting system and the design of the components required for such a system are complex. As such, it is imperative that the design elements and establishment of manufacturing specifications are consistent from start to completion; maximizing the subject matter expertise and experience of the firm initially engaged in the design process. This ensures the retention of subject matter experts; which decreases the learning curve that would be required for a new engagement and saves time. Additionally, it will be prohibitively costly to switch vendor's mid-point since all progress would need to be reassessed, possibly jeopardizing the entire development. IDEO has gained substantial knowledge working directly with the RR/CC, specifically as it relates to voting systems and processes, and how these directly impact Los Angeles County voters.

This will allow us the opportunity to capitalize on the success of our initial venture and continue to build the momentum necessary to reach the next milestone. In order to execute a timely, successful, and seamless transition from system design to system engineering and specifications development it is imperative that we complete the extent of the project with IDEO.

Please note that IDEO is not a voting system vendor and this is not a manufacturing agreement. IDEO will not solicit or compete for the manufacturing of the Ballot Marking Device or related voting system components that will be delivered as a result of this engagement.

NEXT STEPS

In accordance to Board Policy 5.100, we will proceed to enter into negotiations for the next phase of the VSAP project with IDEO after the two week notice period unless

The Honorable Board of Supervisors
March 25, 2014
Page 4

otherwise directed. The negotiated agreement with IDEO will be provided for your approval by July 2014.

If you have any questions, please contact me, or you may contact Efrain Escobedo, Governmental and Legislative Affairs Manager at (562) 462-2721.

DL:EE:fp

c: Chief Executive Office
Deputy CEO
Executive Office, Board of Supervisors
RR/CC Board Deputies
Chief Information Office
County Counsel